

CITY OF PORTLAND, MAINE

PLANNING BOARD



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

AGENDA PORTLAND PLANNING BOARD MEETING

The Planning Board will hold a remote meeting on Tuesday, November 23, 2021, 5:30 p.m. Due to the existence of an emergency or urgent issue, the Planning Board will conduct this meeting by remote methods/technology at the Zoom link provided below in accordance with the requirements of 1 M.R.S. section 403-B and the City Council's Remote Participation Policy.

Public comments will be taken for each item on the agenda during the allotted time and written comments should be submitted to hp@portlandmaine.gov or planningboard@portlandmaine.gov. Please note that the placement of this item on the agenda is subject to change. Please check the Agenda & Minutes Center prior to the meeting for the item's approximate start time.

When participating via Zoom, allow your computer to install the free Zoom app to get the best meeting experience. **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 moderator when it is time for public comment.** For more information on how to use Zoom, please go to: <https://www.portlandmaine.gov/remotepud>

ZOOM MEETING INSTRUCTIONS

You are invited to a Zoom webinar.

When: Nov 23, 2021 05:30 PM Eastern Time (US and Canada)

Topic: Planning Board Public Hearing 11/23/2021

Please click the link below to join the webinar: <https://us02web.zoom.us/j/83103402292>

Or One tap mobile : US: +19292056099,,83103402292# or +13017158592,,83103402292#

Or Telephone: Dial(for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 831 0340 2292

International numbers available: <https://us02web.zoom.us/j/83103402292>

PUBLIC HEARING - 5:30 PM

1. **ROLL CALL AND DECLARATION OF QUORUM**
2. **COMMUNICATION AND REPORTS**
3. **REPORT OF ATTENDANCE AT THE MEETING HELD ON NOVEMBER 9, 2021**

Afternoon Workshop

30-32 Atlantic Street: Chann, Dundon, Dunfey, Smith, and Stanley present; Silk and Mazer absent.

4. **REPORTS OF DECISIONS AT THE MEETING HELD ON NOVEMBER 9, 2021**

There were no public hearing items to report on.

5. **NEW BUSINESS**

- i. Master Development Plan Amendment; 58 Fore Street; Portland Foreside Development Company, Applicant. (estimated time 5:30 – 7:00 p.m.) The Planning Board will hold a remote public hearing to consider a master development plan amendment to allow for interim

building and site modifications in connection with the Fore Points Marina to allow the temporary (three-year) siting of improvements that fall outside of the scope of the approved 2018 Level II site plan and 2016 Master Development Plan. The subject property is a 10-acre parcel zoned B-6 and EWPZ, a portion of which lies within the Shoreland Zone.

- ii. Zoning Text Amendment; 58 Fore Street; Portland Foreside Development Company, Applicant. (estimated time 7:00 – 8:00 p.m.) The Planning Board will hold a remote public hearing to consider a zoning text amendment to facilitate changes to Article 10 of the Land Use Code to allow the siting of restaurants and food service establishments associated with marina facilities in the EWPZ zone. The text amendment is subject to review and recommendation from the Planning Board to the City Council.
- iii. Major Site Plan; 45 Forest Avenue; Redfern Properties, LLC., Applicant. (estimated time 8:00 – 8:45 p.m.) The Planning Board will hold a remote public hearing to consider an application for a change of use at 45 Forest Avenue from commercial to residential to allow the conversion of the building to house 81 multifamily dwelling units within the subject building, which is six stories in height. The subject parcel totals 38,209 square feet, is zoned B-3 and B-3c Downtown Business, and is within the Congress Street Historic District.
- iv. Subdivision; 1 Union Wharf; Proprietors of Union Wharf, Applicant. (estimated time 8:45 p.m.) The Planning Board will hold a remote public hearing to consider the reconfiguration of an existing seven-acre assemblage of six parcels at 1 Union Wharf into two parcels of 5.79 acres and 1.2 acres, respectively. No development is proposed in connection with this application. The land to be subdivided is located in the Waterfront Central Zone (WCZ).

PLANNING BOARD REPORT PORTLAND, MAINE

58 Fore Street
Master Development Plan (MDP) Amendment
PL-001654-2021
Portland Foreside Development Company, Applicant



Submitted to:	Portland Planning Board	Prepared by:	Matthew Grooms
Public Hearing Date:	November 23, 2021	Date:	November 19, 2021

I. INTRODUCTION

Portland Foreside Development Company has submitted for review an application to amend the 58 Fore Street Master Development Plan (MDP) originally approved by the Planning Board on December 20, 2016 (Attachment P5). The applicant's proposed amendment would add an interim condition for the Fore Points Marina site, identified as Block B7 on the overall 58 Fore Street MDP. In addition to the proposed MDP amendment, a staff-level Minor Site Plan application has been submitted for Planning Authority review, which would amend the previously approved site plan for the marina to include existing and proposed temporary structures. This site plan amendment will be reviewed both for consistency with site plan standards and consistency with the approved MDP.

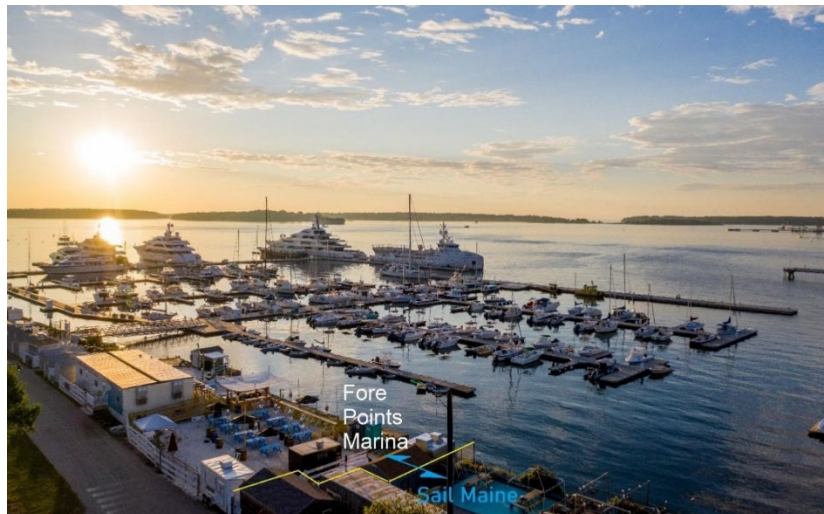


Figure 1: Interim condition for Fore Points Marina is prompting MDP, site plan, and text amendment applications presented in this memo

The Fore Points Marina is part of a MDP for the (+/-) 10-acre site at 58 Fore Street. The marina began operations in May of 2019. Since opening, the owner, Portland Foreside Development Company, has constructed various elements on the site not included either on approved site plans or on the approved MDP. These elements include a series of sheds adjacent to the Fore Points Marina, a fence, an office trailer, and other changes. In addition, in 2020, Fore Points Marina began serving food and beverages with temporary event licenses. In response to noted violations of the City's Code, including those related to required building permits, the City and the applicant entered into a consent agreement (Attachment 2). The consent agreement requires the applicant to seek the appropriate approvals to formalize the marina's landside layout to be in conformance with the originally approved MDP, or amend the MDP to include an interim condition or remove any unlawful structures and cease the food and beverage service use by December 14, 2021. Therefore, the applicant is seeking amendments to gain approval of an interim layout for the marina.

This application is being referred to the Planning Board for compliance with the City of Portland's Land Use Code Master Development Plan standards (Section 14.7). The Planning Board has held two separate workshops on this application; the first on September 28, 2021 and the second on October 26, 2021. In these meetings, the Board emphasized the need to open up this site to the extent possible for public access to more closely align the proposed interim condition with the 2016 approved MDP. The Board has also articulated a need to develop a mechanism that would ensure this plan be temporary in nature, and raised concerns related to design. These points are prominent aspects of the proposed Interim Conditions Plan and motions being presented for the Board to consider in this public hearing.

The Planning and Urban Development Department mailed 259 notices advertising this meeting to property owners within 500 feet of the site and interested citizens. A legal advertisement ran in the November 12 and November 13, 2021 editions of the *Portland Press Herald*. As of the writing of this memo, 125 written public comments have been received.

Applicant: Portland Foreside Development Company (Casey Prentice)
Applicant Representatives: Mary McCrann, David Senus

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Master Development Plan	Section 14.7
Eastern Waterfront Port Zone	Article 10.2

III. PROJECT DATA

Existing Zoning	Eastern Waterfront Mixed-Use (B-6) and Eastern Waterfront Port Zone (EWPZ), Historic District, Shoreland Zone, Floodplain
Property Size	23.2 acres (13.2 acres submerged land)
Existing Use	Mixed-use commercial, office, residential, marina, event space
Proposed Use	Restaurant use to be added to marina

IV. REVIEW PROCESS TO DATE

The erection of temporary sheds, structures and utility infrastructure without site plan approval or proper permits was both not permitted and unfortunate. The enforcement that followed identifying these violations, described in the consent agreement executed between the applicant and City, outlined a process for bringing the site back into compliance. This included the property owner diligently pursuing site plan and MDP amendments, as well as permits required through the Department of Permitting & Inspections. The MDP amendment is a result of City staff and the applicant working diligently to chart a path forward that ultimately brings this site into full compliance with City codes and in better alignment with the approved MDP for an interim period. The consent agreement maintains the City's right to issue financial penalties and/or achieve compliance via other measures in the event the agreement was breached or the MDP amendment does not to receive approval.

The interim phase proposed as an amendment to the MDP is a mechanism that allows for a step in the marina's and the overall site's development that meets current standards, without disregarding the vision for the ultimate buildout of the approved MDP, and allowing a water-dependent use to continue to operate during the design development phase of the permanent principal marina building. The temporary sheds and structures erected on this site provide support services to the overall marina operation, housing marina office space, utility infrastructure, laundry facilities, and other marina guest service and amenity functions.

While the City is generally supportive of the concept of an interim phase, staff have continually articulated a need to bring the site closer into compliance with what was originally approved, notably by eliminating physical or visual barriers where possible to the water's edge, which may be achieved by eliminating or reducing fencing and clustering or reorienting sheds and structures. Staff have also provided feedback that the marina and associated food service use should not adversely impact activity on the adjacent Eastern Promenade Trail, which is a multi-modal trail intended for the public's use..

As referenced in Section I of this report, the Planning Board has held two separate workshops on this application on September 28, 2021 and October 26, 2021. In the course of these workshops, the Board has emphasized the need to open up the site, while further requesting that the MDP amendment plans clearly delineate publicly accessible and private areas of the site. The Board has also expressed the possibility of reducing the timeframe of the interim phase and raised questions of how to best ensure that there is progress on the site and not a repetition of recent violations during the interim period. Other feedback included a request that barbed wire fencing be eliminated, and that the City and applicant should consider how the proposed interim condition complies with the Eastern Waterfront Master Plan.

In both workshops, the Board received a significant amount of public testimony both in favor of the MDP amendment and against. Those in favor largely supported the amendment as this property owner provided increased public access to the waterfront via the seasonal food service use. Those opposed, cited the applicant's violations of City Code, the lack of visual and physical access to the water, and the semi-permanent nature of this temporary condition, which many found to be aesthetically displeasing and inconsistent with the approved MDP.

V. MASTER DEVELOPMENT PLAN OVERVIEW

A Master Development Plan (or MDP) is a regulatory option, applied for at the discretion of the applicant, for sites with one acre or more in cumulative lot area that's designed as a cohesive and integral development program consisting of multiple buildings and associated site improvements built in phases over an extended timeframe (Section 14.7). An approved MDP establishes parameters to be adhered to for the full development, including total residential units, types of uses, lot coverage, open space, stormwater management, infrastructure, traffic, parking, site layout and circulation. MDPs may be developed concurrently with site plans and/or subdivisions, or independently. Approval does not constitute an authorization for development, but it does maintain the applicability of regulations in effect at the time of the approval for as long as the MDP approval remains valid. MDP submission requirements are deliberately not as detailed as Site Plan and (when applicable) Subdivision requirements to allow for some flexibility in the final buildout of a large, phased project. Site plan applications, and any other required approvals are required before any development on the site can proceed, as outlined by the City's Land Use Code:

As stated under Sections 14-524.a.3.ciii, and 14-524.f.iv of the City's prior adopted version of the Land Use Code, (*Planning Board Master Development Plan Decisions*) states that the Planning Board *shall approve, approve with conditions, or deny a Master Development Plan application based upon the applicable review standards. An approval, including an approval of waivers, establishes the general parameters to be adhered to for the development, including the supporting documentation for floor area ratio and/or residential density, general types of uses, building coverage, generalized open space plans and infrastructure systems.*

A Master Development Plan approval shall not be construed as final authorization of the development. Approval shall confer pending proceeding status upon the development with the effect of maintaining the applicability of regulations in effect at the time of approval for as long as the Master Development Plan approval remains valid, including permissible extensions if granted.

All site plans for each phase shall be in general conformance with the Master Development Plan.

VI. BACKGROUND

A. 58 Fore Street Master Development Plan (Project #2016-224)

On December 20, 2016, the Planning Board approved the 58 Fore Street Master Development Plan (MDP) (Project #: 2016-224), which included a proposal to comprehensively redevelop the Portland Company property, a 23.2 acre (approximately 10 acres of land area and 13.2 acres in submerged land lease) former industrial site. The approved proposal would effectively create a new mixed-use neighborhood along Portland's eastern waterfront with nearly one million square feet of new commercial and residential space, 638 residential units, structured parking for up to 736 vehicles, marina, public open space, and a new walking path along the water's edge. The approved MDP established the general parameters to be adhered to for redevelopment of the site and provided an overall plan including building layouts, open space plans, and



Figure 2: Rendering of 58 Fore Street MDP full buildout, with Marina and publicly accessible waterfront in foreground

[illegible]

In addition, the applicant describes the waterfront zone of the MDP merging directly with the Eastern Promenade Trail, accommodating pedestrians, cyclists, and the Maine Narrow Gauge Railroad. Specifically they mention that a generous walkway will run along the seawall for the entire length of the property, connecting seamlessly to existing trails to the east, and the city-owned Amethyst lot to the west. They also

describe in their application that a waterfront walkway widens around the proposed marina building to allow pedestrian circulation and to afford excellent views of Portland Harbor. The waterfront walkway is separated from the bicycle and train routes of the Eastern Promenade Trail by a planted buffer that will create a calmer walking environment, and guide pedestrian crossings of the faster bike and train traffic lanes at demarcated points along the trail.

Overall, the approved 2016 MDP development program included:

- 958,679 sf of mixed residential and commercial uses
- 435,200 sf parking to hold 736 spaces
- 638 residential units
- A marina for 220 slip spaces for seasonal and transient vessels, and a 2,600-sf building for marina facilities.
- Waterfront access that includes the Eastern Promenade Trail as well as a pedestrian walkway that runs for the length of the property. The property connects to the City-owned Amethyst lot, which was recently developed as a new public open space.

B. Fore Points Marina (PL-000330-2018 and PL-000906-2019)

On January 16, 2019, the Planning Authority approved a Level II Site Plan application (PL-000330-2018) for the Fore Points Marina; a proposal to expand the existing marina from 69 slips to 141 slips, with 1,776 feet of slip length for the side tie of boats, and additional features to provide protection against wind, waves and boat wake. This increase in capacity and accommodation was sought to provide a wider range of boat users with convenient waterside access to downtown amenities. As part of this approval, the Planning Authority granted a waiver of the site plan standards for site landscaping, because at the time, the applicant was not providing onshore site improvements and landscaping would be required to be incorporated into subsequent phases of the development.

Fore Points Marina began operations in May of 2019. During that time the owner installed a new fence along the entire length of the property, not shown on the approved plan. There had previously been a fence in this area of the site, though one was not shown in the proposed final condition. Fences are not prohibited, but are subject to review to the extent that site circulation, relationship of marina operations to the rest of the site, visual permeability and other elements of the MDP and site plan are impacted.

C. Phase I Site Plan (PL-000924-2019)

On January 28, 2020, a Level III site plan, subdivision, and conditional use application was approved by the Planning Board for the first major phase of the 58 Fore Street MDP, a proposal to construct a new mixed-use building with office, retail, and parking use, reconstruct historic building #12, develop a parking structure with space for 722 vehicles, and renovate a number of the buildings in the center of the development site. Upon completion, this phase will result in 14 residential units, 110,000 square feet in office space, 49,500 square feet of retail, service and restaurant space, and 17,900 square feet of event space. As of the writing of this memorandum this phase is still under construction.



Figure 4: View of Phase I development looking towards the southeast corner of the Sun Life building

D. Fore Points Marina Level II Site Plan Amendment (PL-000906-2019)

On April 17, 2020, the Planning Authority approved a Level II Site Plan amendment application for seawall repairs and modifications, stormwater outfall installation, and utility changes at 58 Fore Street. As a condition of the Level II Site Plan amendment approval the owner was to remove the temporary fence within six months of the date of Site Plan amendment approval (October 17, 2020) or have its replacement be reviewed and approved by the Planning Authority. Review of this element was previously not pursued and is now included in the current applications.

E. Temporary Uses and MDP/Site Plan Violations

In the spring of 2020, the Owner applied for building permit **BLDC2020-01384** for various temporary buildings at the marina site, including an office trailer, two regular bathroom sheds, one ADA bathroom shed, one laundry shed, one utility shed, and three sheds for guest services, all connected with the Marina property for marina use between May 1 – November 1, 2020 (Attachment 4). These were given limited approval as temporary structures.

In 2020, Evo restaurant applied for a liquor catering license for multiple, fourteen-day events at the Marina Property to operate a food truck and provide liquor service and were granted liquor catering licenses for multiple, fourteen-day events operating liquor service at the Marina Property, with the understanding that continuous food and liquor can't occur under current zoning. In the Summer of 2020, the Permitting & Inspections Department found structures erected without building permits and not shown on approved plans. These include a drink service bar, a walk-in refrigeration unit, and a storage shed. In the Spring of 2021, inspectors found that these previous violations had not been remedied, and that additional unapproved structures, such as new sheds, holding tanks and expanded food service seating area had been

erected on the site. These unapproved changes also impact site circulation and layout, and present issues related to floodplain compliance as well.

Following these inspections, the City and the applicant executed a consent agreement (Attachment 2), in which the applicant agreed to address outstanding code violations, and also outlined a process and timeline for the required applications to Planning, including filing an application to amend the approved 2016 MDP application to include an interim condition. Also required is a site plan amendment consistent with an approved MDP. As the MDP is in review for an amendment, final review of the site plan application will follow the conclusion of the Planning Board's MDP review. The site plan application does not cross review thresholds that would send it to the Planning Board for review and is being reviewed by Planning staff. Site Plan details are therefore included as attachments to this memo for illustrative purposes only. Per the consent agreement, the MDP and Site Plan approvals were to be in place prior to November

8, 2021 in order to satisfy the conditions of the agreement, though a provision in the consent agreement allows for an extension of the timeline provided that delay beyond that date is due to the City's review schedule. In the event that the MDP amendment is denied, all structures not shown on the approved 2020 Level II marina site plan would need to be removed. Also, the proposed text amendment would need to be adopted by the City Council prior to a restaurant establishment operating on the site for the upcoming season.

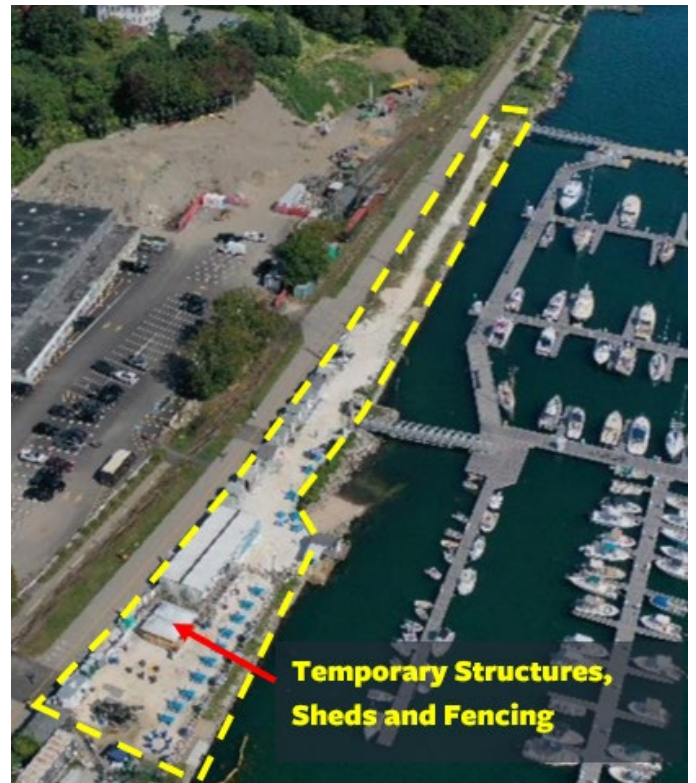


Figure 5: Current conditions



Figure 6: Photos of the Fore Points Marina Bar. Photo sources: Marinalife.com, forepointsmarina.com

VII. EXISTING CONDITIONS AND SURROUNDING AREA

The Portland Foreside development site is 23.2 acres, including 13.2 acres of submerged land, and is the site of the former Portland Company, with several former industrial buildings and warehouses remaining on the



Figure 7: Appearance of Portland Foreside in 2021 with approximate property boundary shown in yellow.

site. This property is located on Portland's eastern waterfront, with nearly 1,000 linear feet of direct water access, and is currently in the midst of active construction. Phase I of the Portland Foreside development, described previously in this memo, was approved in January 2020 (PL-000924-2019). Once completed, the Phase I development will include 14 residential units, 110,700 square feet of office space, 49,500 square feet of retail, service and/or restaurant use, 17,900 square feet of event space, and structures parking for 722 vehicles. Portland Foreside also features a commercial marina, which was approved by the Planning Authority (PL-000330-2018) and developed in 2019 with slip space for 141 vessels. Landside components of the marina were not proposed as part of the initial marina site plan application.

The majority of the site is located within the B-6 Eastern Waterfront Mixed Zone, with a portion falling within the Eastern Waterfront Port Zone (EWPZ). The latter zone has a depth of 75 feet, and encompasses approximately 1,000 feet of waterfront frontage. In addition to the two base zones, there are multiple other overlays on the property – a portion of the site is within a flood hazard zone and in the Shoreland Zone; and the B-6 upland portion of the site is included in the Building Height Overlay and Building Envelopes map. A portion of the property is a local historic district. The immediately adjacent zones are the R-6 residential zone to the east and north, ROS (Recreation and Open Space) to the east, B-6 to the west, and EWPZ to the west and south.

Portland Foreside is adjacent to the India Street Neighborhood, with the mixed-use retail and office development at 100 Fore Street being immediately adjacent, and the WEX headquarters located just to the west of the property. Along the water's edge, nearby uses include the Ocean Gateway cruise ship terminal, the Amethyst Lot Park, the Maine Narrow Gauge Railroad and Eastern Promenade Trail (both of which traverse the Portland Foreside site), and Sail Maine. The Munjoy Hill neighborhood is located immediately to the north, featuring predominantly mid- to high-density residential uses in an established neighborhood context. Direct access between Portland Foreside and Munjoy Hill is somewhat limited due to the grade differential that exists between the development site and Fore Street, though the MDP proposal for the site

improves connectivity to the surrounding neighborhoods considerably. Access to the site is through the new Fore Street connector, a garage entrance off of Fore Street directly across Waterville Street, and a newly proposed set of publicly accessible stairs at the northeast corner of the Sun Life Building, currently under construction.

In regards to service by public transit, the nearest available routes are the #1 METRO Route, with stops along Fore Street/Eastern Promenade, and Atlantic Street. The #8 METRO Route meanwhile can be accessed off of India Street.

VIII. PROPOSED DEVELOPMENT

While the applicant has stated that they intend to build to the original approvals, the proposed MDP and site plan amendments are intended to formalize an interim site condition for the Portland Foreside Marina, in the period of time preceding the development of a permanent marina building.

The Planning Board approved the 58 Fore Street 2016 MDP with multiple provisions related to pedestrian circulation and public waterfront accessibility. These include a requirement for a public access easement area from Fore Street to the water's edge, as well as dedicated public circulation across the site, east to west, in the preservation and realignment of the Eastern Promenade Trail, and an additional walkway along the water's edge.

Master Development Plan Amendments

A minor amendment to a master development plan is defined as a change which is generally consistent with the approved master development plan layout of buildings, circulation infrastructure, and open spaces, and:

- Is generally consistent with the approved plan.
- **Does not impact the layout of buildings and open space.**
- Does not propose new uses.
- Does not increase building ground coverage, floor area ratio, or residential density.
- **Do not substantially change access, circulation, or infrastructure on or adjacent to the site.**
- Does not involve new waiver requests.
- Does not affect any condition or requirement of the Planning Board.

Staff, in initial discussions with the applicant, noted that the existing marina bar, existing land-side marina operations, and the proposal to continue such uses into the future inhibited public access to the water's edge and significantly changed pedestrian circulation through the site as originally envisioned. Aside from the restaurant/bar space, additional supporting structures were installed without approval and are located within what was proposed as a future waterfront walkway as depicted on the approved MDP.

Other site modifications, which are currently in place, include 14 temporary sheds for use as bathrooms, guest service kiosks, laundry, utility and tool shed, storage sheds and two separate waste water holding tanks, which constitute a significantly different structure layout than originally proposed. These

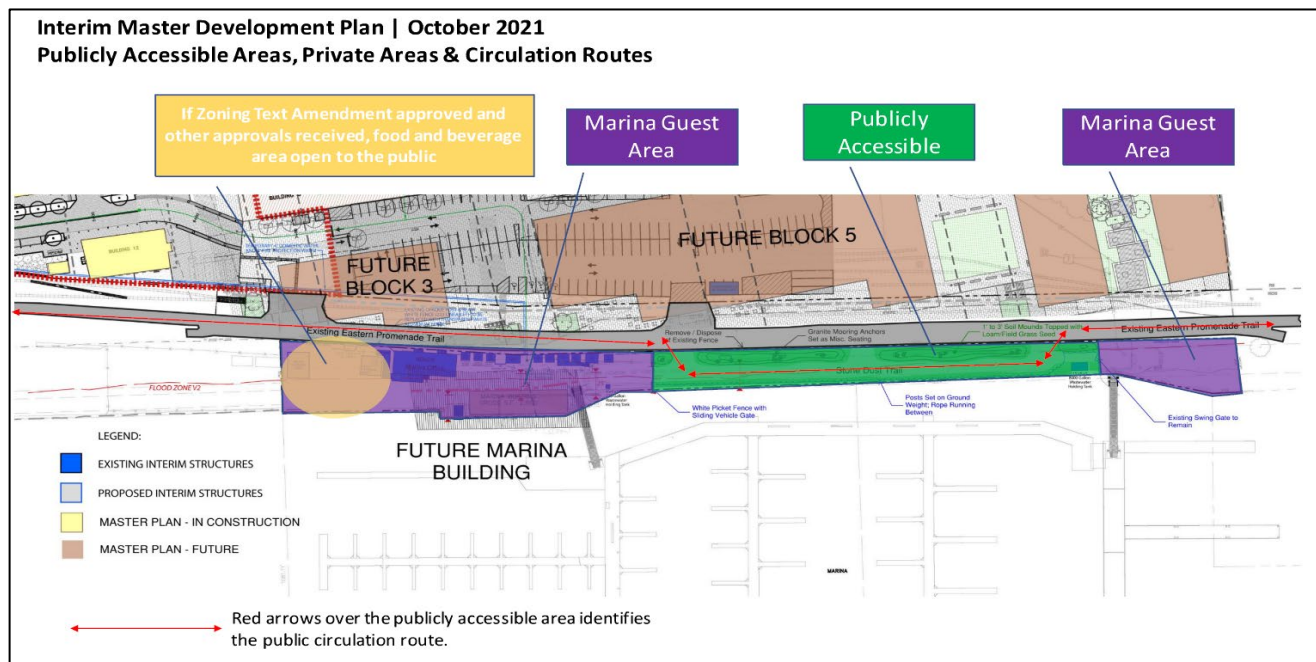


Figure 3: MDP Interim Access Plan, highlighting pedestrian circulation and areas accessible to members of the public or marina guests and staff.

improvements are intended as accessory supportive facilities to the approved marina operation. After the consent agreement was signed these structures did receive temporary building permits for the 2021 operating season (BLDC2021-01943) to be removed by 11/8/2021 (Attachment 4). The application also shows new perimeter fencing, as well as a shade and seating structure. The site will be serviced by a temporary 4-inch domestic water line and 8-inch fire protection line.

In recent revisions to this interim MDP plan, a new pathway and publicly accessible open space has been added within the central portion of this site in response to both staff and Board feedback to bring the site closer into alignment with the originally approved MDP. The application states that this interim condition will exist for a period of from the date of Planning Board approval, if received.

Given that the existing condition and originally proposed plan significantly altered on-site pedestrian circulation and that these numerous small changes to the marina layout cumulatively resulted in a substantive change to the pattern of development for the marina than was approved, the application is considered a major MDP amendment and is subject to Planning Board review.

IX. RIGHT, TITLE, & INTEREST

The applicant has supplied a short form quitclaim deed with covenant as demonstration of Right, Title & Interest. The property contains multiple easements, including an easement held by Portland Water District, Central Maine Power and PF Marina LLC.

X. ZONING ANALYSIS

The marina site, which is the subject of this review, is within the EWPZ. The purpose of the EWPZ is to nurture a wide range of deepwater-dependent industry and commerce, particularly the marine passenger industry and upland support for the marine passenger industry. Piers, uplands, and circulation patterns consistent with the transportation needs of marine facilities are included in the purpose of the zone, as well as the encouragement of non-marine uses that support deepwater activities, provided that they do not conflict with or compete for limited space with existing or anticipated deepwater-dependent needs. Its primary emphasis, however, is on the berthing and support of large vessels. A second priority is for shallow water-dependent uses. Consistent with the hierarchy of the City's other waterfront zones, certain non-marine dependent uses are permitted provided they do not interfere with and are not incompatible with higher priority uses.

Allowed uses in the EWPZ are prefaced with language that no use in the zone may have an adverse impact on marine uses. Permitted uses (Section 10.2.3) allow for a host of marine activity, including marine passenger facilities, transient and long-term commercial berthing; boat and marine equipment storage; harbor and marine supplies and services, chandleries, and ship supply such as fueling and bunkering of vessels; public, non-profit, or commercial marine transportation and excursion services, including captained charter services, sport fishing and, water taxis; marinas located east of the eastern boundary of the parcel of land owned by the City of Portland; and marine offices, including but not limited to offices of owners of marinas, wharves or their agents, and naval architects, and seafood brokers.

A number of uses are permitted as conditional uses (Section 10.2.4) provided that such uses do not impede or preclude existing or potential water-dependent development within the zone, will allow for adequate right-of-way access to the water, and are compatible with marine uses, including marine related uses; fish

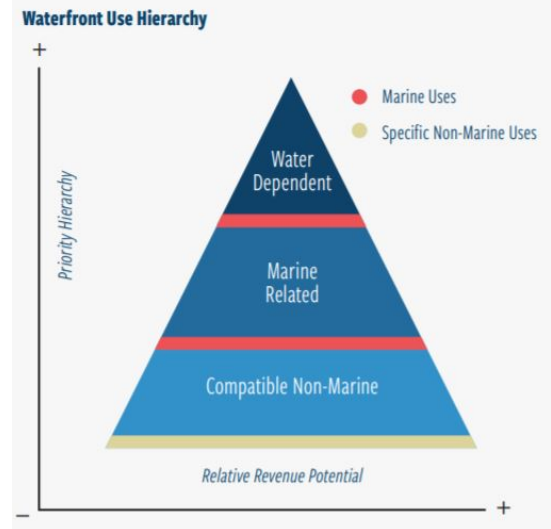


Figure 4: Hierarchy of waterfront uses concept adopted as City policy in *Portland's Plan 2030*.

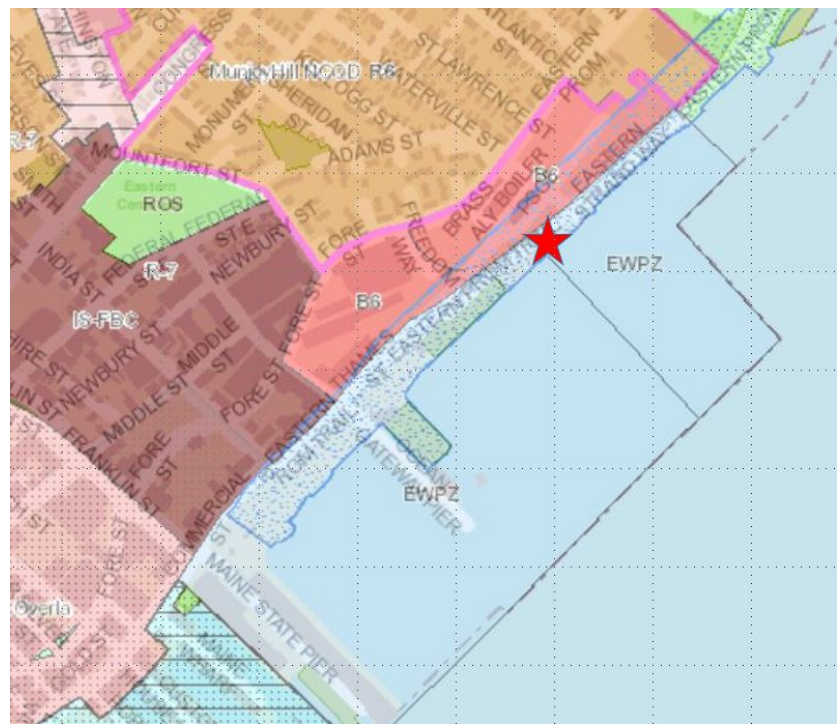


Figure 10: Zoning Context

byproducts processing; commercial uses such as offices on upper floors; and passenger support services; and maritime museums. Prohibited uses include residential, amusement/theme parks, bulk freight facilities, and on-site gambling casinos not accessory to and located aboard either a ferry or inter-port cruise ship. In addition, Section 10.2.7 Dimensional requirements further restricts restaurants, drinking, or other non-water dependent uses or off-street parking to be located within 25 feet from the edge of any pier, wharf, or working edge of the hardened shoreline (Section 10.2.7.C.4).

With regards to dimensional standards (Section 10.2.7), the EWPZ is fairly permissive, with no minimum lot size, no property boundary setbacks, allowances for up to 100 percent impervious surface, and height allowances of up to 45 feet above average grade. The one applicable dimensional standard is a 25-foot pier edge setback for all uses aside from marine offices. Given that the existing trailer is in place and functions as an extension of and supportive of the temporary marina office and marina use, Planning staff have reviewed this structure as a marine office use, which is subject to a 5-foot pier edge setback. All structures except one utility shed appear outside of the required 5-foot setback. If the use of the structures for marina support were to change, their location on the lot may need to change to meet greater setback requirements.

The project is also within a flood hazard zone and within the City's shoreland zone. These reviews typically occur as part of a building permit application. Final approval, permitting and ongoing occupancy of structures on site will need to demonstrate consistency with the City's Shoreland and Floodplain regulations. As a note, the applicant recently received a Letter of Map Amendment (LOMA) (Attachment E) from FEMA, removing a portion of this site from the A2 Flood Zone, though still maintaining the area closest to the water within the VE Flood Zone.

XI. MASTER DEVELOPMENT PLAN REVIEW STANDARDS (Section 14.7)

The proposed development has been reviewed by staff (Attachment 1) for conformance with the relevant review standards of the City of Portland's Site Plan Ordinance, Section 14.7 related to Master Development Plan applications. Staff comments are provided below.

As a note, in 2016, the Planning Board voted unanimously to find that the 58 Fore Street MDP met all of the applicable MDP review standards (listed below), subject to ten conditions of approval. As this is an amendment of that prior approval, staff's discussion will focus exclusively on those elements that are not part of that prior approval, which includes new site and building configuration, fencing and utility infrastructure within the 25-foot pier edge setback and along the water's edge, which significantly impacts site circulation and public access as shown in the 2016 MDP approval.

A. In General (Section 14.7.1)

1. ***Integration with the surrounding context - A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.***

Staff Discussion: Portland Foreside constitutes a major mixed-use redevelopment of a large former industrial site located in a prominent area of Portland's eastern waterfront. The development is

proximate to other large-scale mixed-use developments with a similar program of uses, notably the development at 100 Fore Street, and is designed to seamlessly extend public infrastructure and the rich urban environments that currently exist in the India Street neighborhood and Old Port. As noted above, the City's waterfront zones prioritize land area for water dependent uses, and include performance standards to ensure that marine-related and compatible non-marine uses account for the operational needs of those top-tier water dependent uses. When the EWPZ was first established, the zone boundary was carefully deliberated, and was ultimately drawn at what was perceived as the minimum adequate depth to serve its intended purpose and to retain maximum area for new, vibrant mixed-use development on the upland portion of this site, which was zoned to B-6.

With regards to site circulation and pedestrian connectivity, the existing condition constituted a substantive change to what was depicted in the approved MDP. The cumulative vehicular traffic patterns in and out of the full MDP site are expected to remain unchanged, while the prominent Eastern Promenade trail will continue to operate across the site in its current alignment rather than the altered alignment proposed in the original MDP (which would also, if it remained in this alignment, have implications for other adjacent future buildings). The proposed pathway along the water's edge however, which was a critical element of the MDP approval, is entirely restricted in its existing condition, with access only available to marina guests and staff. Further, existing structures, fencing and programmed space currently sit atop what was conceived to be this waterfront pathway. This inconsistency prompted the need for an amendment to the MDP. It is worth noting that at this point in time, the permanent pathway had not yet been developed, and so no physical changes to access are apparent with respect to existing conditions. Furthermore, prior to the Fore Points Marina opening this area was under private ownership so no public space previously existed public space was removed.

In response to both Board and staff feedback regarding public access to the waterfront, the applicant has significantly revised their interim MDP with respect to what was initially submitted, to open up their property for public access. The plan now identifies a new temporary stone dust or crushed shell pathway that would extend along the waterfront for approximately 430 feet between the two marina gangways. In addition, the plan features informal seating and temporary landscaping, that will improve the aesthetics of this space and improve the experience of users. At either end of this site, visually permeable fencing is utilized to delineate and provide secure access to the private portions of the marina.

Staff Finding: In general, the interim condition is largely consistent with what was conceived in the approved MDP, with an area at the western edge of the site utilized for the marina office and guest services, the prominent central area being set aside for public access and pedestrian circulation, and the eastern edge being utilized as a second access point to the marina docks. With regards to architecture, public facilities and utility infrastructure, the interim plan concentrates structures primarily within the area contemplated for a permanent building. Given the constraints of the site, between location of the Eastern Promenade Trail, and the location of flood zones, the temporary configuration is logically arrayed, occupying roughly the footprint originally anticipated for the marina use, and designed to be a self-contained operation with no impact to the adjacent trail.

Ultimately, this interim condition will bring the site closer into alignment with the approved MDP, and will not preclude full buildout of the MDP as originally envisioned. For these reasons, staff find this standard to be met.

2. **Consistency with City Plans** – *A master development plan shall be consistent with the objectives of this ordinance, consistent with the City’s Comprehensive Plan, and consistent with the City Council-approved master plans and facility plans for off-premise infrastructure.*

Staff Discussion: Portland’s Plan 2030 adopts a ‘hierarchy of uses’ policy for development along Portland’s waterfront that prioritizes water-dependent uses, followed by marine supportive uses, followed by compatible non-marine uses. This policy framework precedes Portland’s Plan 2030 and was reaffirmed in it. *Portland’s Plan* also strongly encourages providing public access to the waterfront. As stated previously, a key element of the approved MDP was the provision of public waterside access and adequate circulation throughout the site. The level of access originally detailed in the MDP does not exist currently, and would significantly change as part of the proposed MDP interim condition. One thing to note, is that public access is different from a private commercial establishment that is accessible to members of the public who may patronize a business.

This Portland Company site was closely looked at in 2002 as part of the Eastern Waterfront Master Plan, where broad recommendations were provided around zoning changes, how best to support the marine economy, and design principles among other topics. This Master Plan, while still relevant today, served as the basis for development of the EWPZ and B-6 zones, and closely informed waterfront policy recommendations in Portland’s Plan 2030, which formally superseded this and several other adopted City policies and master plans.

In looking at the existing condition, the marina property at present has implications for public access via its orientation to the Eastern Promenade Trail in terms of delivery and loading patterns, and the potential that queuing, associated with the marina or food service use, may spill over and impact the trail, which is a critical piece of public open space and transportation infrastructure. Over the past two years, marina and temporary food service activities have resulted in sub-optimal and unsafe delivery patterns to the site, the placement of A-frame signs that have caused conflict with the trail, the queueing of people onto the trail, and placement of structures within areas designated for the future pathway. In sum, the existing site layout has implications for the safe and cohesive functioning of the full MDP site.

Internally, the site functions in accordance with adopted waterfront policy, with the compatible non-marine food service use, operating alongside the marina without displacing or impeding the operations of the marina.

The MDP interim conditions plan remedies many of these observed challenges, by creating a separate vestibule for the queuing of guests and placement of signage away from the trail, reorientation of shed structures such that no sheds directly front the trail, and the establishment of a new temporary pathway along the waterfront, that will provide a new amenity to members of the public on private property.

Staff Finding: Fore Points Marina in its current configuration operates in a manner that is inconsistent with adopted City waterfront policy, largely as a result of there being no public access and inadequate provisions made to accommodate the water-dependent marina use. The proposed interim condition would significantly address this issue, with a large area being opened up for both general pedestrian circulation and passive recreational use.

Portland's Plan 2030 and the EWPZ both allow for and encourage compatible non-marine uses along Portland's waterfront, as a means to support Portland's marine economy where such uses do not adversely impact or interfere with water dependent uses. Further, the temporary layout of marina structures, as observed in the proposed plan, does not prevent the marina from functioning. Based upon these findings, staff find that this standard is met.

B. Natural Features and Open Space (Section 14.7.2)

1. **Preservation of natural features** – *A master development plan shall locate buildings and improvements in a manner that considers the existing topography, provides usable open space, preserves significant natural features as defined in Subsection 14.6.2, and preserves existing trees to the maximum extent possible.*

Staff Discussion: The proposed interim conditions plan features improvements within a fairly narrow strip of land immediately along the water's edge that contained no existing natural features as described in this standard. Furthermore, the condition of Casco Bay immediately adjacent is not expected to be negatively impacted by the proposed changes. The Interim conditions plan now identifies a significant new publicly accessible area of open space including limited plantings, which may be used for passive recreation and pedestrian circulation along the waterfront.

Staff Finding: Given that no existing significant natural features currently exist, and that the plan now provides new landscaping and publicly accessible open space where none previously existing, and in a way that is generally consistent with what was approved in the 2016 MDP, staff find this standard to be met.

2. **Provisions for Open Space** – *A master plan shall include provisions for the ownership and maintenance of usable open space as appropriate.*

Staff Discussion: A defining characteristic of the 58 Fore Street MDP had been the provision of an area for public benefit measuring approximately 1,000 linear feet in length along the water's edge that would feature a waterfront pedestrian walkway. The existing condition of the site however restricts access to areas immediately adjacent to the waterfront by means of fencing and the placement of both temporary sheds, structures and utility infrastructure.

Under this MDP amendment, staff and the Board have continually requested that this area envisioned for public access and use be opened up to the extent possible, noting that marina security requirements and structural deficiencies of the seawall may prevent access across the entirety of the site in the interim condition. In response, the applicant proposes to open up

approximately 430 feet of their property for public use, creating a new open space with temporary pathway, seating and landscaping. Areas at both ends of the site will continue to have restricted access during this interim phase, and available only to marina guests and staff.

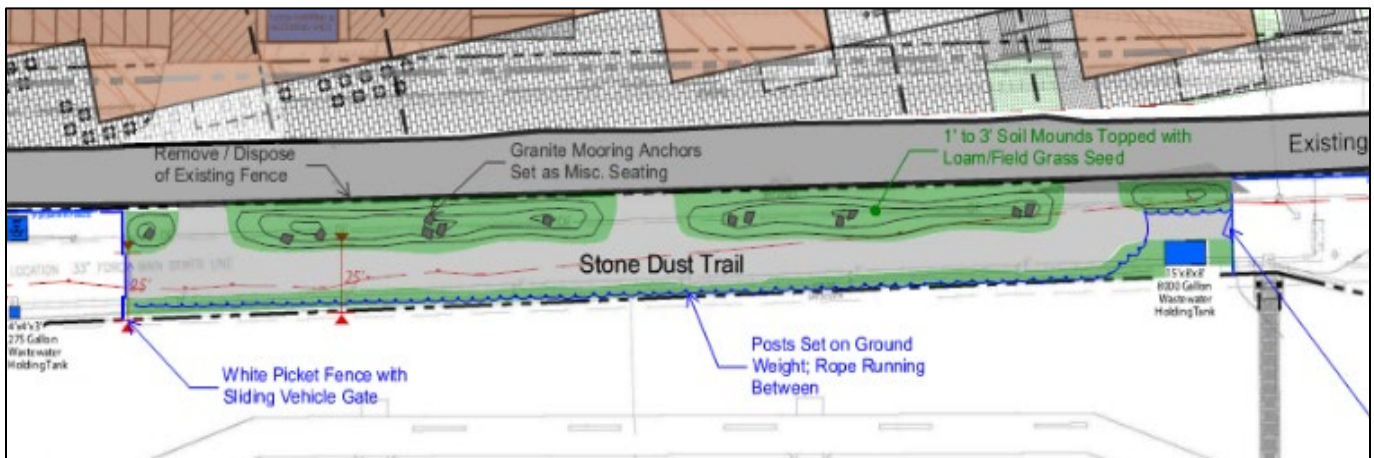


Figure 5: New temporary pathway and public open space

Staff Finding: Staff support the creation of significant new open space made available for public use, and find that this change brings the site closer into alignment with what was originally approved. With regards to the rest of the site, the temporary nature of both structures, utility infrastructure and sheds does not preclude full buildout of the site as envisioned. Noting that this is an interim condition that will ultimately be replaced by a more permanent condition, staff find this standard to be met.

- C. Historic Preservation (Section 14.7.3) – *A master development plan shall be developed so as to conform with standards for designated landmarks or for properties within designated historic districts or historic landscape districts as found in Article 17. When proposed adjacent to or within 100 feet of a designated landmark, historic district, or historic landscape, the master development plan shall be developed so as to be generally compatible with the major character defining elements of the landmark or portion of the district in the immediate vicinity of the proposed development.*

Staff Discussion: While a portion of the Portland Foreside property does fall within a designated historic district, the portion currently under review is located more than 100 feet from that district, and is therefore not subject to either direct or advisory review by the Historic Preservation Board.

Staff Finding: This standard is not applicable to this MDP amendment.

D. Infrastructure (Section 14.7.4)

1. Adequacy of Infrastructure Capacity – *A master development plan shall be designed with sizing of street and other infrastructure systems to accommodate the overall service demand of the plan.*

Staff Finding: Utility plans were reviewed as part of the Level II site plan amendment, and found to be suitable in light of the proposed changes. Utility details will again be revisited if the site plan is further amended to accommodate a future restaurant, pending adoption of the text amendment from the City Council.

Staff Finding: Staff finds this standard to be met.

2. ***Continuation of Street Grid – A master development plan shall be designed to create a street grid pattern that reflects average city block sizes of the surrounding neighborhood.***

Staff Discussion: The street system remains entirely unchanged from what was approved by the Planning Board in the 2016 MDP approval, the 2019 approval of the Fore Points Marina expansion, and the 2020 Phase I approval. The MDP overall improves connections to Munjoy Hill, to Thames and Fore Street, and the interim condition enhances its connection to the Eastern Prom Trail while creating a new pedestrian circulation opportunity with the temporary waterfront pathway. The interim condition as proposed would result in fewer conflicts along the trail as described elsewhere in this report, and would provide new pedestrian circulation opportunities with the new temporary pathway.

Staff Finding: As no changes contemplated will impact the existing street grid, and the interim condition will in fact provide additional opportunities for pedestrian circulation with respect to the existing condition, staff find this standard to be met.

E. ***Design (Section 14.7.5)***

1. ***Creation of a Cohesive Identity – A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.***

Staff Discussion: The modifications to 58 Fore Street's MDP do not alter the overall design beyond the noted marina layout and circulation changes. All uses shown on the plan, were contemplated elsewhere across the Portland Foreside property. This standard does call for the use of high-quality building materials and architectural design, as well as the use of consistent design principles, which in this instance, were codified under the approved 2016 approved MDP, and are shown below. The structures and site layout are intended as an interim condition, and do not reflect the final design elements expected for new development within the MDP boundary, or in what is anticipated for the permanent marina office development. Noting this, the City has requested that landscaping and public open spaces be used to soften and enhance the aesthetic of the temporary condition. However, wooden outbuildings are not incongruous with many water-dependent activities, and though layout and extent of them are important considerations, interim use of this kind of structure is not itself a basis for inconsistency with the above standard.

The standard also calls for the framing of prominent open spaces and linkages. As mentioned previously, a prominent new temporary pathway and open space is now proposed, that will be enhanced by landscaped elements and informal seating, and represents a great improvement from how this portion of the site was proposed to be accessed at the start of the application process.

Caitlin Cameron, the City's former Urban Designer, addressed this standard in her memo for the December 20th, 2016 Public Hearing (Attachment 2). These final comments are central to the overall review of the MPD, responding to the Comprehensive Plan as well as the adopted Design Guidelines, and also to comments received over the course of the review of the original MDP application. A condition of approval for the original MDP was for the design review comments to serve as guidance for future submissions for this site overall. The following water's edge design parameters, developed from the Design Guidelines for the Eastern Waterfront, are provided as guidance for future Site Plan applications and should be taken into consideration in order to meet the design criteria at a Site Plan level of detail:

- **Water's Edge:** The MDP successfully meets the B6 design criteria regarding the water's edge. Future coordination will be required to integrate the design of the public and private waterfront properties in a way that is seamless and creates an enhanced public experience of the trail and waterfront access. Consideration shall be given to the pedestrian level facades, buffers, and other design techniques that shall be utilized to transition between the waterfront and the upland development.

Staff Finding: With the addition of the 'Marina Operations Area', which creates defined space for marina structures, as well as with the opening of open space for greater access to the public on the eastern edge of the marina site, the final application materials represent a significant improvement toward the goal of greater access and an improved pedestrian experience on the water's edge. The site plan review conducted by staff would determine the specifics of shed orientation and impact to the trail within the area set by the MDP. Architectural materials have been reviewed as befits wooden outbuildings and a prefab interim office space, with the understanding that any future application for the permanent condition for the marina offices and outbuildings will apply the architectural detailing and materials standards as befits new construction and the final buildout condition.

XII. STAFF RECOMMENDATION

The application materials presented for the public hearing succeed in bringing the site into compliance with master development plan standards, enable marina operations to continue while the applicant prepares to submit their application for the permanent marina condition as shown on the original MDP, and will substantially improve visual and physical permeability through the site during an interim phase from current operations. Planning staff recommend approval of the MDP amendment, noting that this interim condition is now generally consistent with both the 2016 approved MDP as well as the City's MDP standards, and would be made valid for a period of three years from the date of approval.

XIII. MOTIONS FOR THE BOARD'S CONSIDERATION

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 public hearing on November 23, 2021 for

application PL-001654-2021 relevant to the master development plan regulations; and testimony presented at the Planning Board hearing:

The Planning Board finds that the plan [~~is~~/is not] in conformance with the master development plan standards of the land use code, subject to the following conditions of approval:

1. The MDP Interim Conditions Plan shall remain valid for a period of no more than three years and will automatically expire on November 24, 2024. Applications for amendments to the approved interim plan shall be reviewed by the Planning Board.
2. The final MDP Interim Conditions Plan shall include a note stating the date of expiration.
3. The cumulative area of structures shown on the MDP Interim Conditions Plan shall not exceed more than 3,200 square feet of total floor area within the areas defined as Marina Operations Area.

XIV. ATTACHMENTS

Report Attachments

1. MDP Approval Letter (2016)
2. Design Framework (2016)
3. Consent Agreement
4. Temporary Building Permit (2020)
5. Temporary Building Permit (2021)
6. Public Comment

Applicant's Submittal

MDP Amendment

- A. Application Form
- B. Right, Title & Interest
- C. MDP Amendment Application Narrative
- D. October Response to Comments
- E. LOMA Letter
- F. November Response to Comments

Plans

MDP Amendment

- P1. Interim Conditions Plan and Site Plan
- P2. Interim Access and Circulation Plan
- P3. Photo Documentation
- P4. Architectural Drawings
- P5. Final Approved MDP (2016)
- P6. Approved Circulation Plan (2016)

CONSTRUCTION



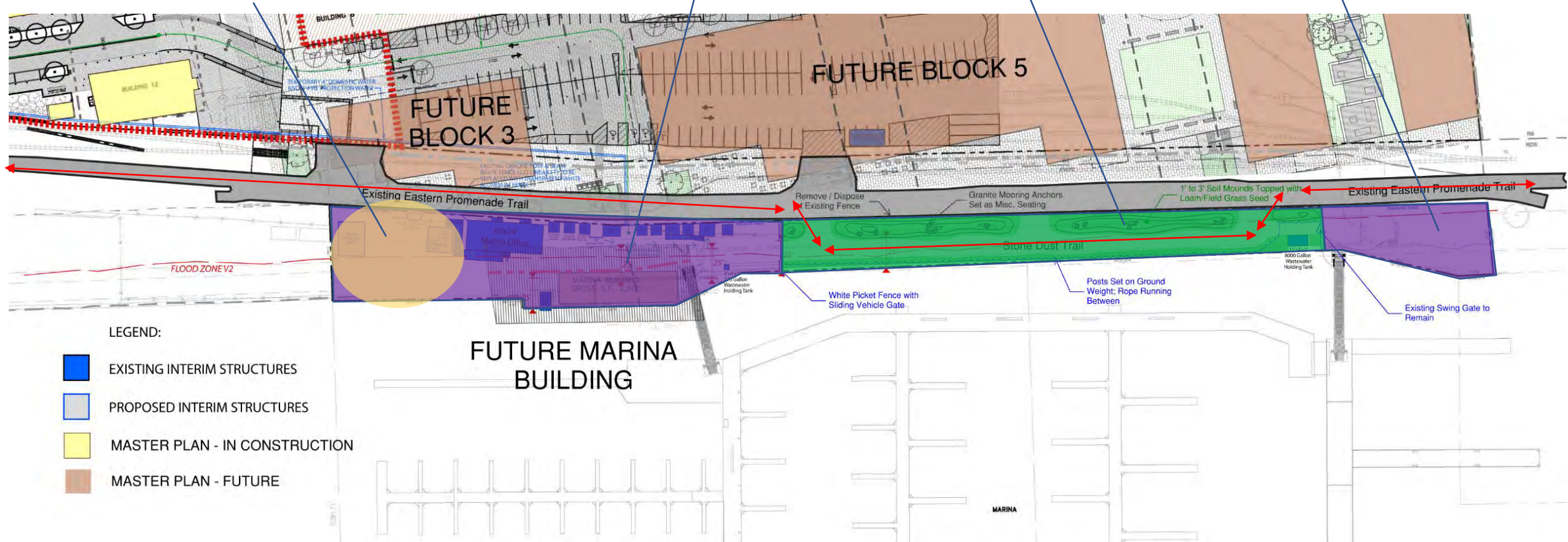
Interim Master Development Plan | October 2021

Publicly Accessible Areas, Private Areas & Circulation Routes

Marina Guest Area

Publicly Accessible

Marina Guest Area



Red arrows over the publicly accessible area identifies the public circulation route.



Photo Documentation | Area 1, City of Portland Property
October 2021





Photo Documentation | Area 3, City of Portland Property
October 2021



Photo Documentation | Area 4, City of Portland Property
October 2021



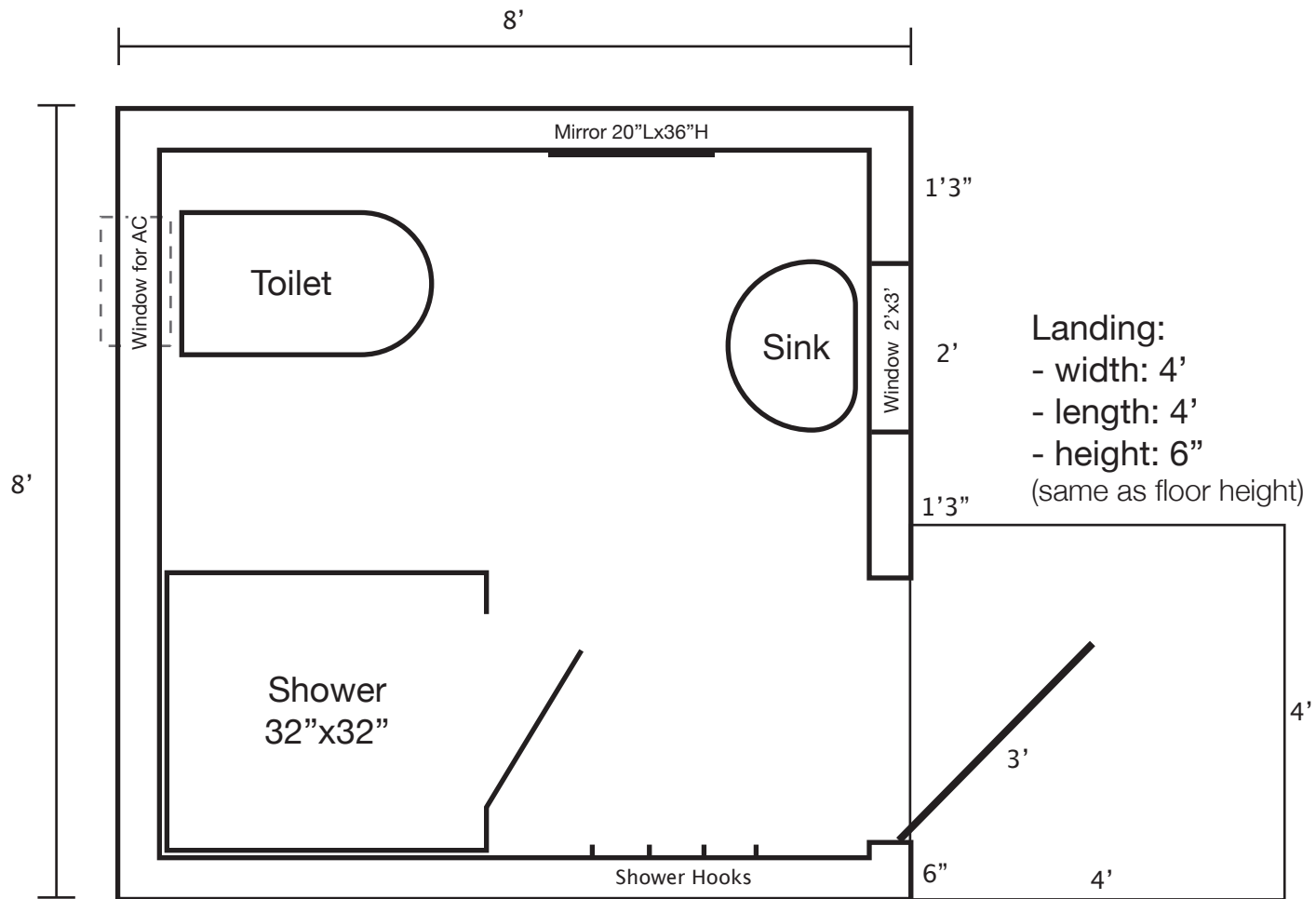
Photo Documentation | Area 5, Fore Points Marina Property
October 2021





Fore Points Marina Temporary Bathroom (2 units)

FLOOR PLAN



*Sheds core and shell pre-fabricated off site. Sheds will be plumbed and wired on site.



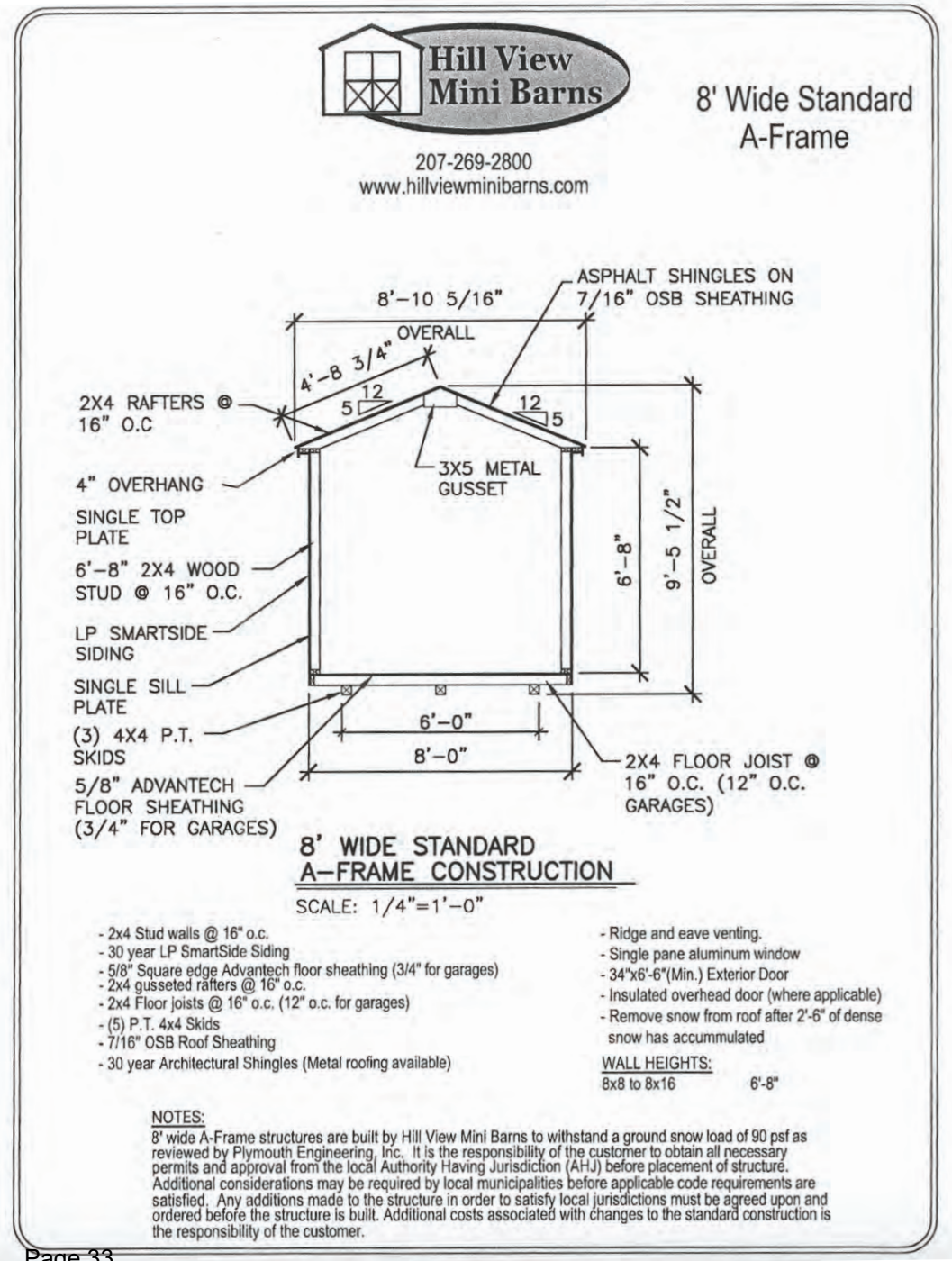
Fore Points Marina Temporary Bathroom (2 units)

SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)

8x8 A-Frame

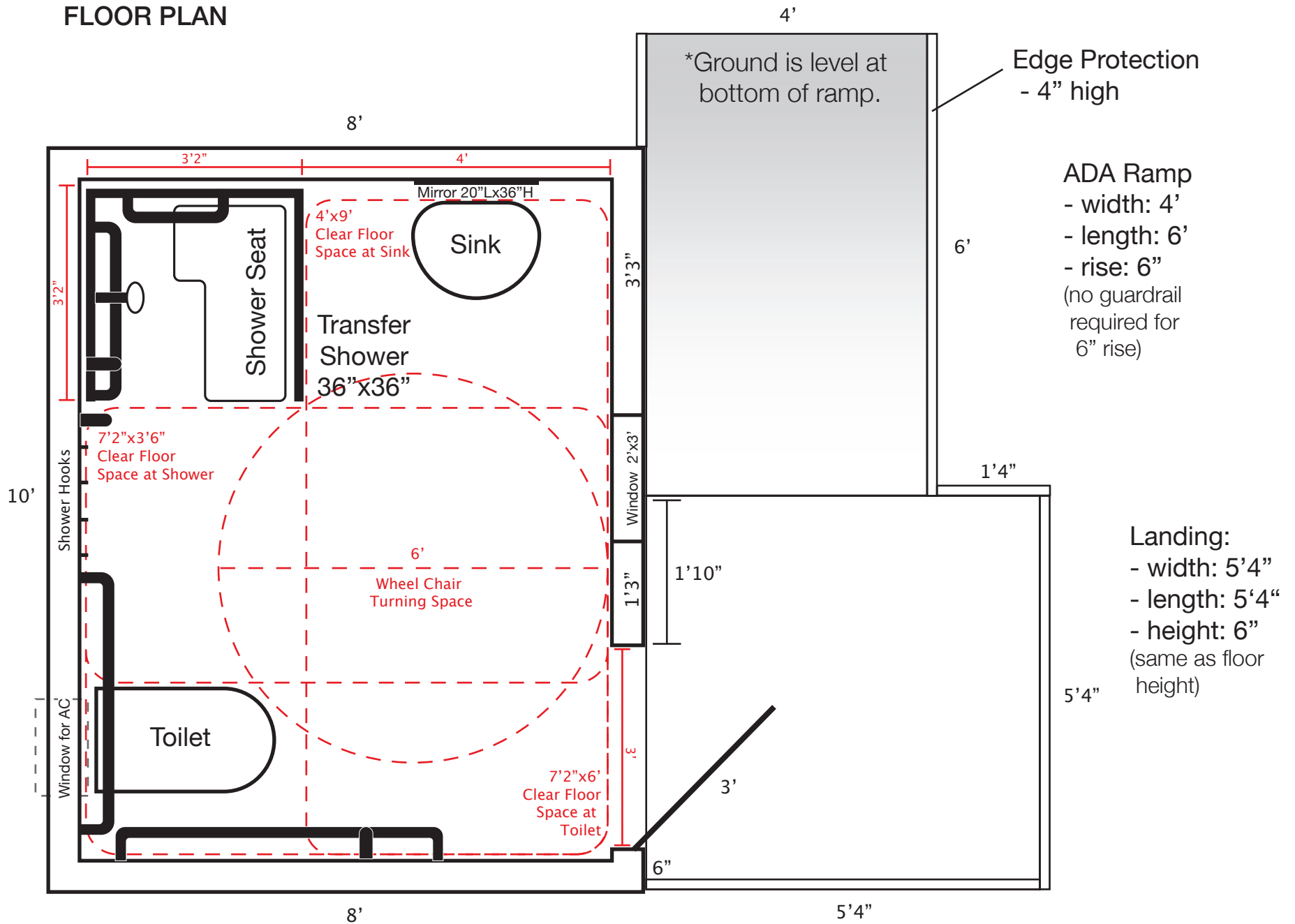
- ~ 80" high walls - 2x4 studs 16" O.C.
- ~ 3 Pressure Treated 4x4 skids
- ~ Snow load rating of 90 P.S.F.
- ~ Lifetime Architectural or Metal Roof
- ~ TechShield roof sheathing
- ~ 30 year LP SmartSide Siding
- ~ 50 year Advantech Floor
- ~ LP SmartSiding
- ~ Fiberglass pre-hung entrance door solid 6 pnl. out swing (R.O. 38.5"x81.75") Left Hinged
- ~ 24"x36" Vertical sliding aluminum window w/grids - White





Fore Points Marina Temporary Bathroom / ADA Model (1 unit)

FLOOR PLAN



*Sheds core and shell pre-fabricated off site. Sheds will be plumbed and wired on site.



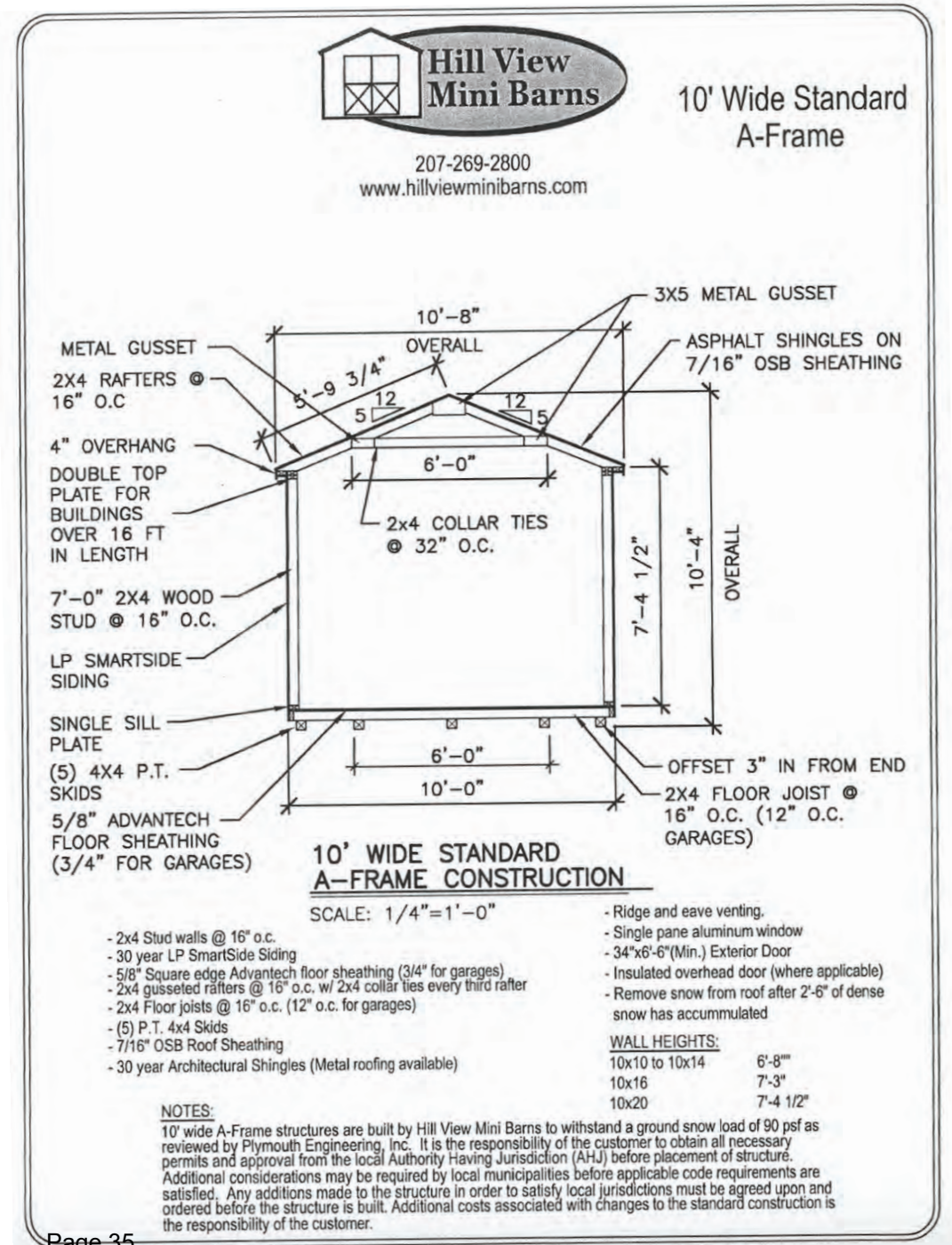
Fore Points Marina Temporary Bathroom / ADA Model (1 unit)

SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)

10x8 A-Frame

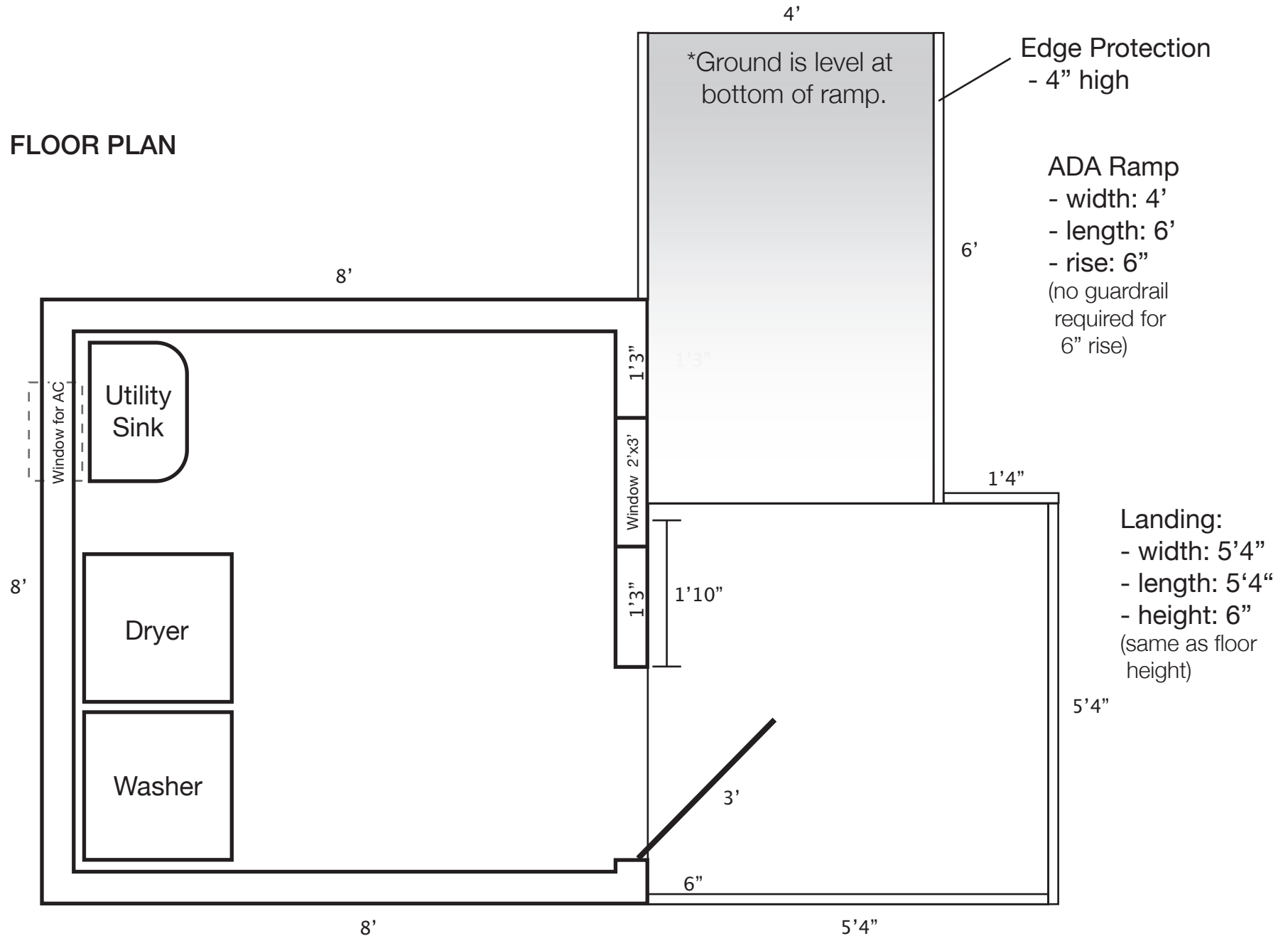
- ~ 80" high walls - 2x4 studs 16" O.C.
- ~ 5 Pressure Treated 4x4 skids
- ~ Snow load rating of 90 P.S.F.
- ~ Lifetime Architectural or Metal Roof
- ~ TechShield roof sheathing
- ~ 30 year LP SmartSide Siding
- ~ 50 year Advantech Floor
- ~ LP Smartsiding
- ~ Fiberglass pre-hung entrance door solid 6 pnl. out swing (R.O. 38.5"x81.75") Left Hinged
- ~ 24"x36" Vertical sliding aluminum window w/grids - White





Fore Points Marina Temporary Laundry Room / ADA (1 unit)

FLOOR PLAN



*Sheds core and shell pre-fabricated off site. Sheds will be plumbed and wired on site.



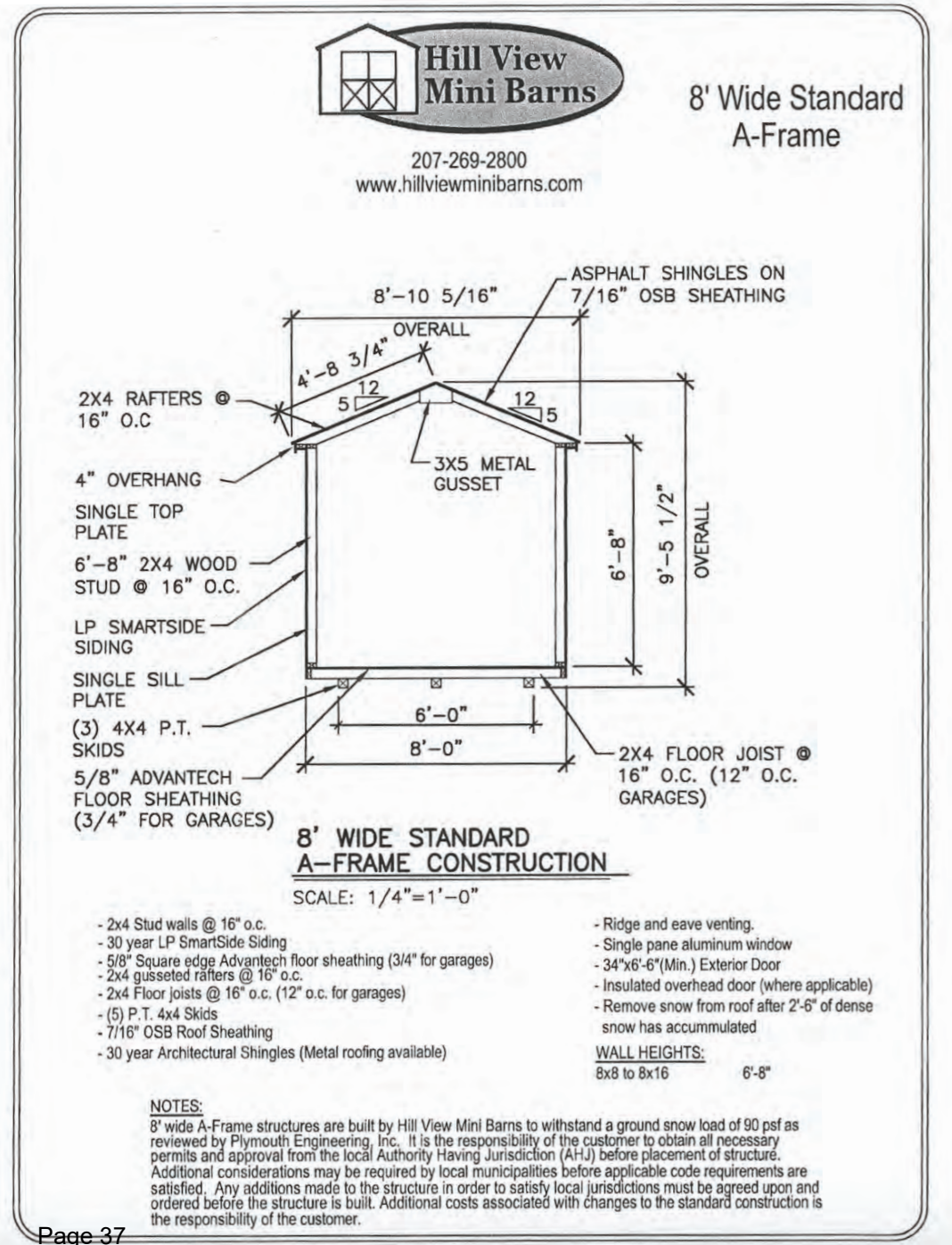
Fore Points Marina Temporary Laundry Room / ADA (1 unit)

SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)

8x8 A-Frame

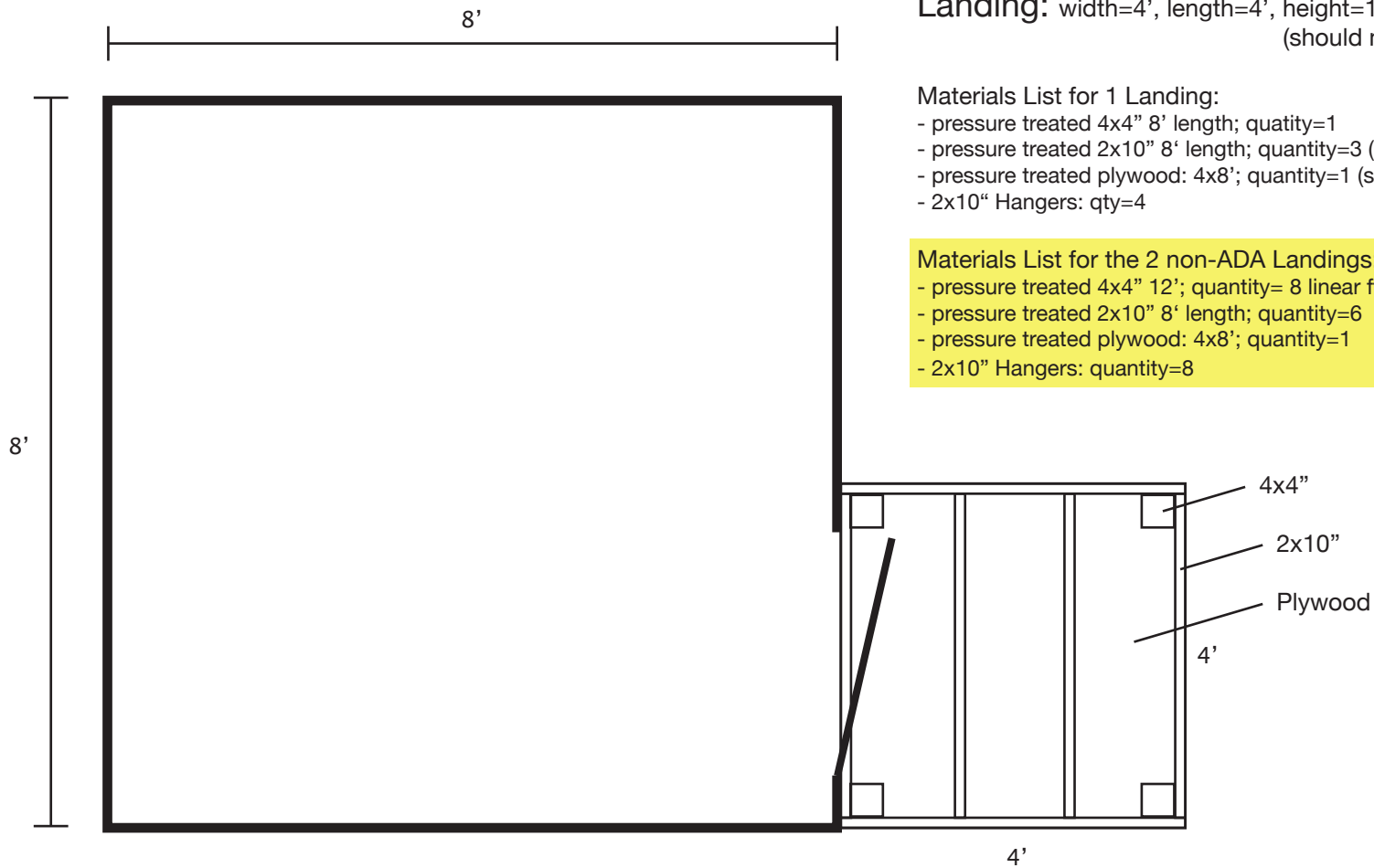
- ~ 80" high walls - 2x4 studs 16" O.C.
- ~ 3 Pressure Treated 4x4 skids
- ~ Snow load rating of 90 P.S.F.
- ~ Lifetime Architectural or Metal Roof
- ~ TechShield roof sheathing
- ~ 30 year LP SmartSide Siding
- ~ 50 year Advantech Floor
- ~ LP Smartsiding
- ~ Fiberglass pre-hung entrance door solid 6 pnl. out swing (R.O. 38.5"x81.75") Left Hinged
- ~ 24"x36" Vertical sliding aluminum window w/grids - White





Fore Points Marina Bathroom Non-ADA Landings (2 units)

FLOOR PLAN



Landing: width=4', length=4', height=11.5" for both non-ADA sheds
(should match interior floor height)

Materials List for 1 Landing:

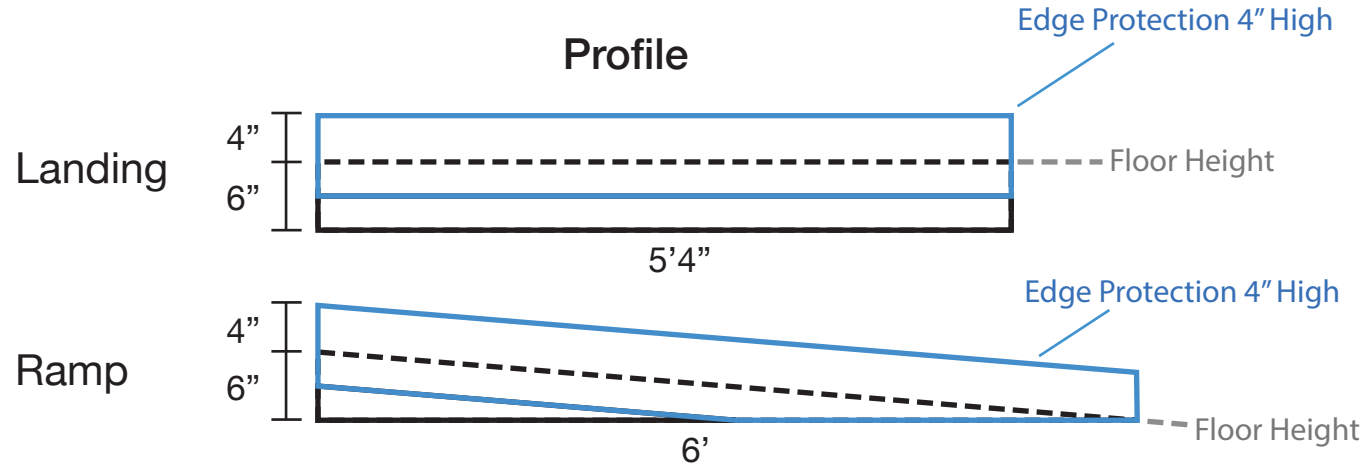
- pressure treated 4x4" 8' length; quantity=1
- pressure treated 2x10" 8' length; quantity=3 (24 linear feet)
- pressure treated plywood: 4x8'; quantity=1 (split between 2 landings)
- 2x10" Hangers: qty=4

Materials List for the 2 non-ADA Landings:

- pressure treated 4x4" 12'; quantity= 8 linear ft
- pressure treated 2x10" 8' length; quantity=6
- pressure treated plywood: 4x8'; quantity=1
- 2x10" Hangers: quantity=8

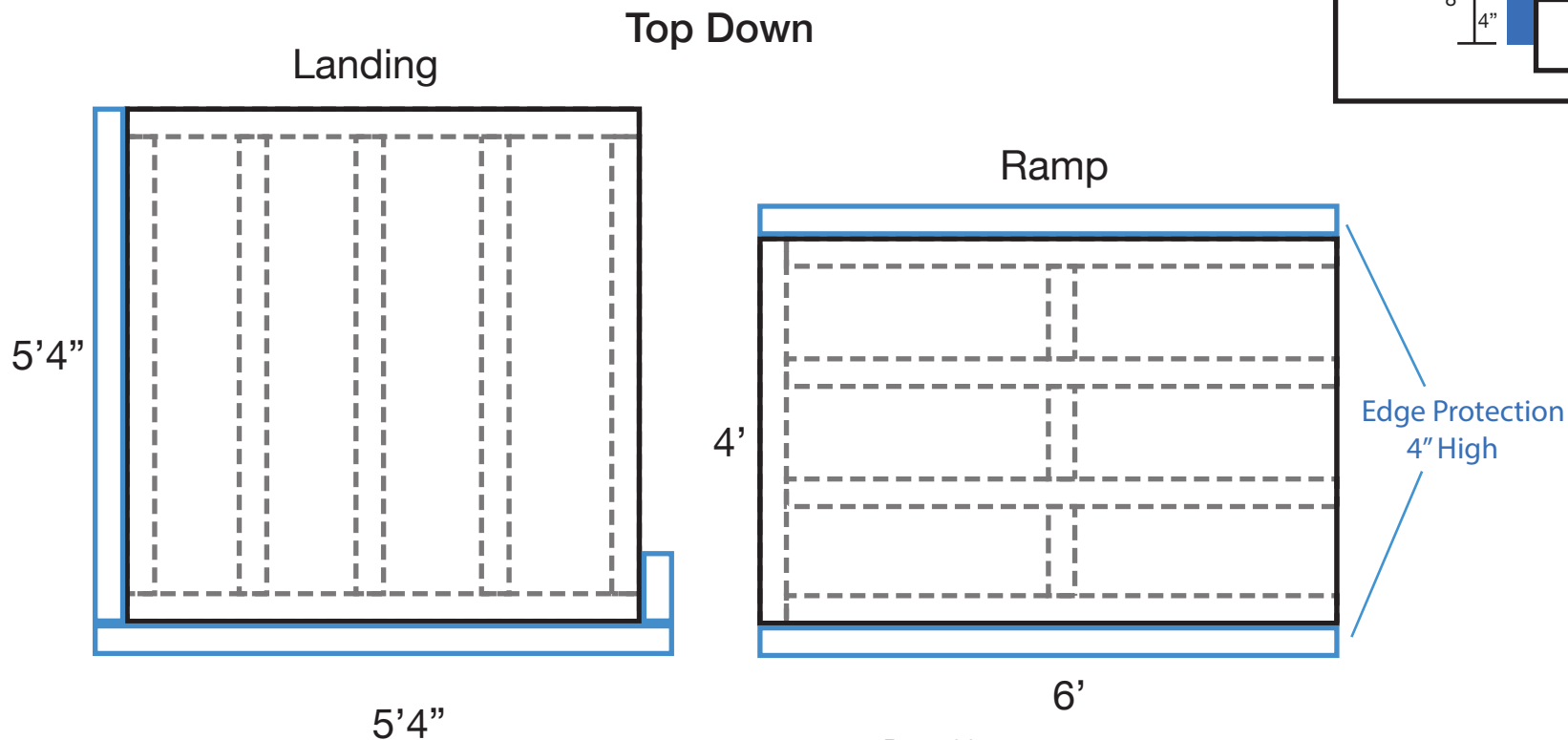


Fore Points Marina ADA Ramp & Landing Construction



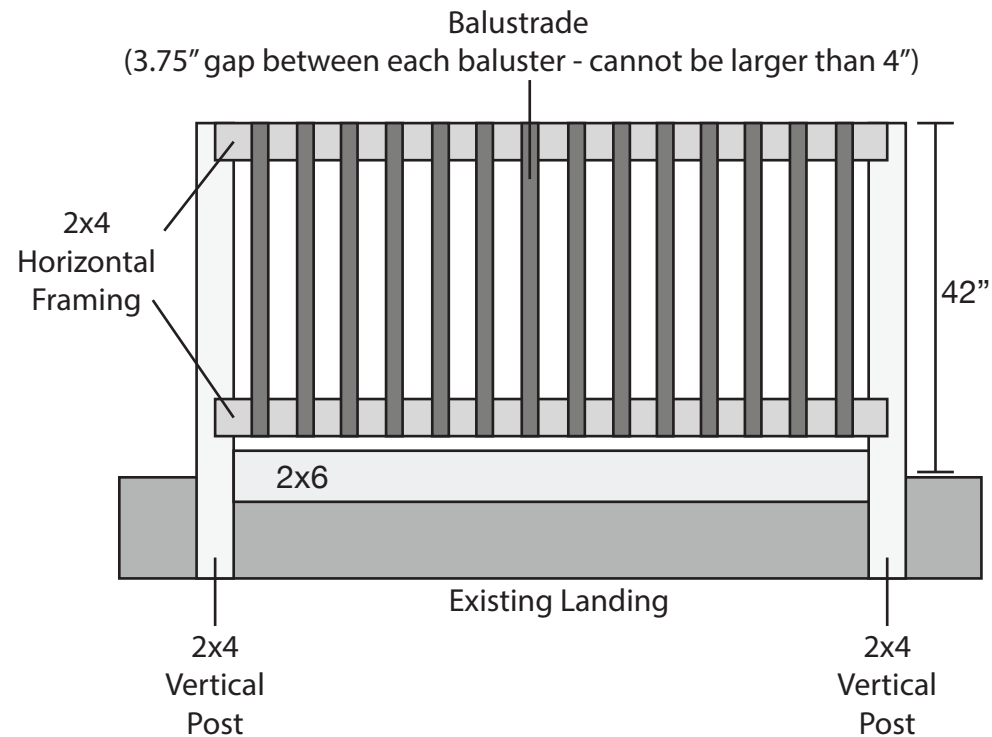
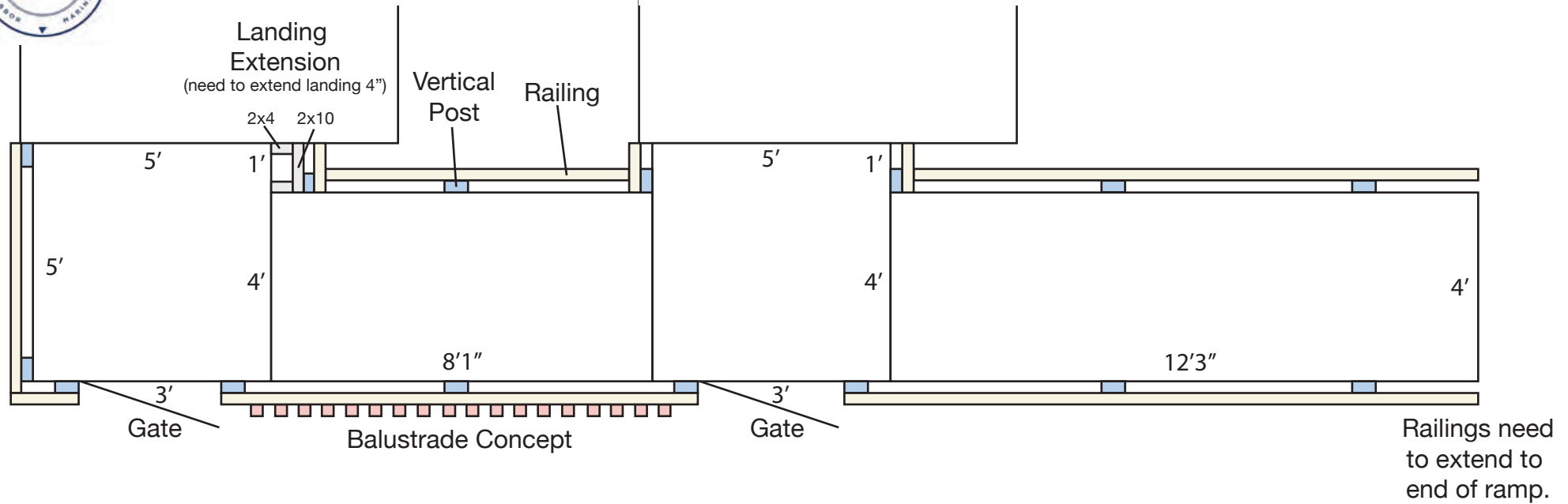
5'4"x5'4" Landing
~ 2x6 Pressure Treated base
~ Pressure Treated Plywood top
~ ULINE Non Skid Tape - Top Coating
~ 2x8 boards for 4" high edges

6x4 Ramp
~ 2x6 Pressure Treated base
~ Pressure Treated Plywood Top
~ ULINE Non Skid Tape - Top Coating
~ 2x8 boards for 4" high edges





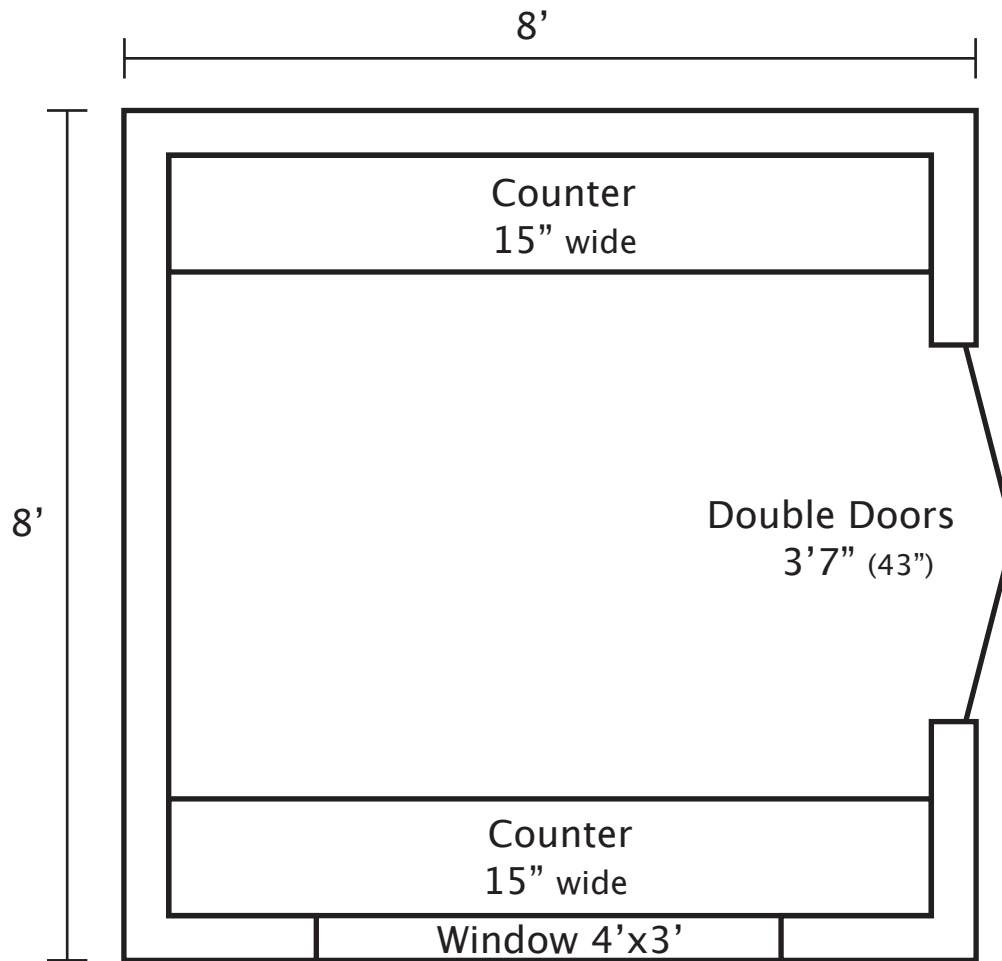
Marina Bathroom Railings Design





Fore Points Marina Commercial Shed (3 units)

FLOOR PLAN

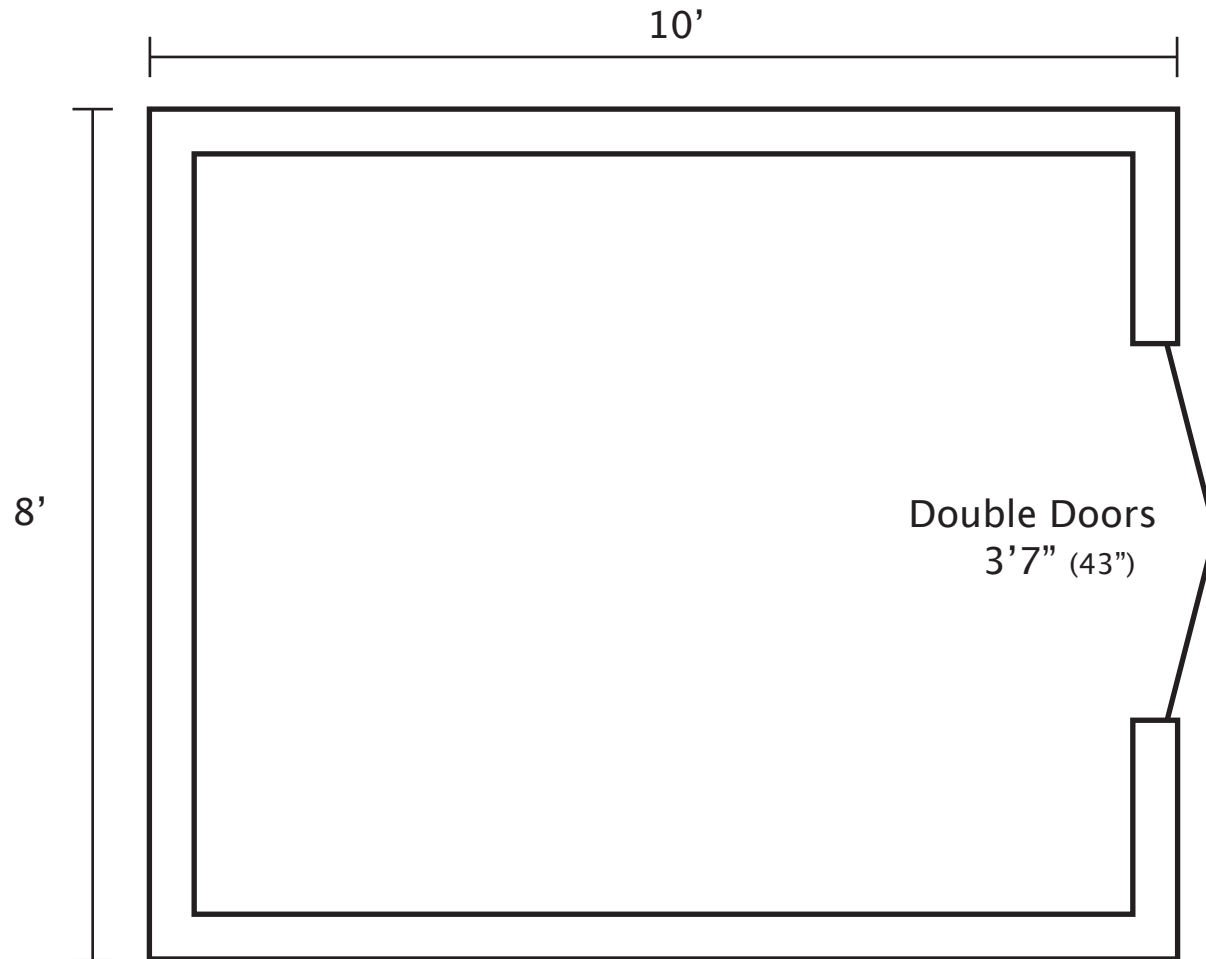


*Sheds core and shell pre-fabricated off site. Sheds will be wired on site.



Fore Points Marina Utility Shed (1 unit)

FLOOR PLAN



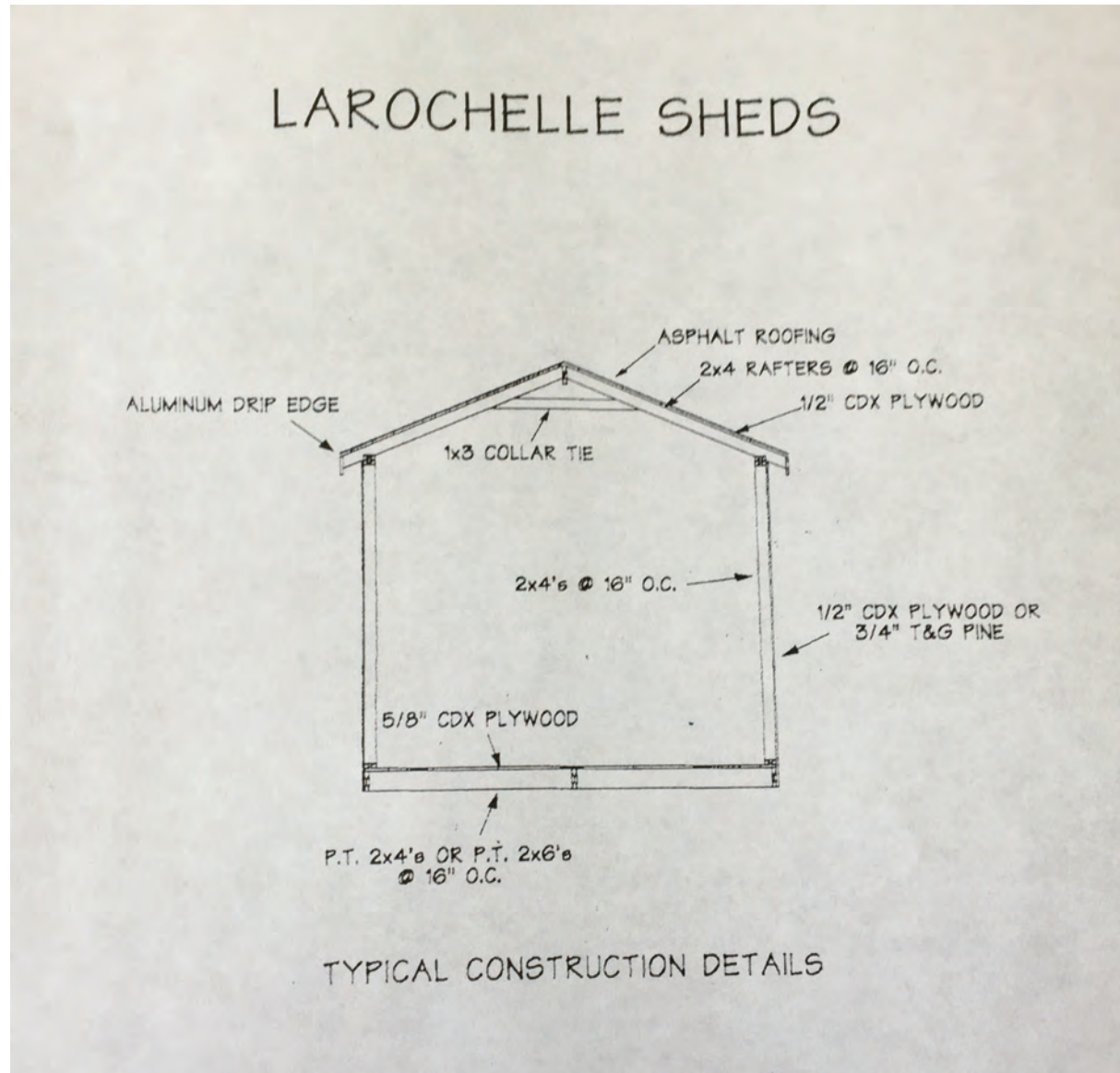
*Shed pre-fabricated off site.



Fore Points Marina Commercial Shed (3 units) and Utility Shed (1 unit)

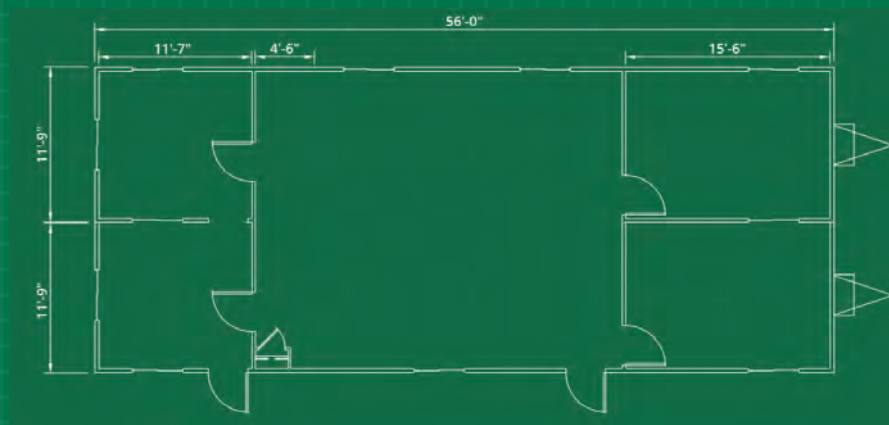
SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)





In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC or thru-wall AC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

Private office(s)
Optional restroom



* Photos are representational; actual products vary.
Additional floor plans and specifications may vary from



Models

Model #	Description
TAVSO23	2 & 3 step OSHA compliant model
TAVSM34	3 & 4 step MASS. compliant model
TAVSC34	3 & 4 step CAL-OSHA compliant model

Configured exactly as **you** need it:

Versa-Step OSHA Model



Configured as 3-step

Configured as 2-step

Versa-Step CAL-OSHA / MASS. code Model



Configured as 4-step

Configured as 3-step

(Shown with MASS. code Handrail)

Specifications

Specification	TAVSO23	TAVSM34 TAVSC34	
PLATFORM			
Construction	Aluminum		
Tread	Perforated		
Width	38"		
Depth	60"		
STEPS			
Construction	Aluminum		
Tread	Perforated		
Rise	8.5"	7.0"	
Tread depth	12"		
Tread width	36"		
Standard elevations	25.5" & 34"	28" & 35"	
LEGS			
Construction	Flo-Coat® galvanized steel		
Adjustability range	9"		
Adjustability increments	1/4"		
Foot pads construction	Polyethylene plastic		
GUARDRAILS			
Construction	Flo-Coat® galvanized steel		
Height with mid-rail	42"		
HANDRAILS			
Construction	Flo-Coat® galvanized steel		
Height to top rails	36"		
Mid-rail	Standard		
Horizontal extension*	N/A	12"	
Vertical extension*	N/A	24"	

*TAVSC34 only for each spec.

For information on additional Tri-Arc products including Scaffolding, Warehouse Ladders, and other products for the modular industry, please contact us or visit our web site.

Tri-Arc Manufacturing Company

Reaching your needs **one step at a time™**

390 Fountain Street Pittsburgh, PA 15238 800-565-2165 Toll Free 800-530-8329 Fax

www.tri-arc.com

Page 46



www.tri-arc.com

TRIARC

Reaching your needs **one step at a time™**



Designed to offer the **most versatility** of any modular access step product on the market today.

Versa-Step's features will save you time and money, and remove the hassles associated with site erection of modular access.

Versatility

2-in-1

Versa-Step's **OneStair** system enables the stairway to be configured as either a 2-step or 3-step model for OSHA compliant models and 3-step or 4-step model for both CAL-OSHA and MASS. compliant models.

Max-Adjust

Versa-Step's **PerfAdjust** legs offer maximum adjustability, making it easier to position the platform flush with the threshold of the building door.

Functionality

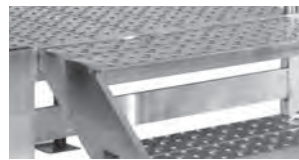
- **Versa-Step's** functionality makes it very quick and simple to set up, position flush against the door threshold and attach to the trailer.
- **Versa-Step's** unique modular leg and foot pad design ensures preservation of each **PerfAdjust** leg for future field applications even when disassembly occurs in the most difficult ground surface conditions.

Contact us today: 800-565-2165
or www.tri-arc.com

Features

OneStair Stairway

Unlike most modular stair systems, Versa-Step's **OneStair** can be configured with the platform as either a 2 or 3 step stairway or 3 or 4 step stairway depending on the model



PerfAdjust Legs

The unique perforated individual adjustable legs provide 9" of total adjustability in 1/4" increments



Plastic Foot Pad

High density polyethylene plastic material design securely fits onto legs



Offset Rail

The back guard rail is designed to be offset so that it does not make contact with the building when the step is positioned against the building



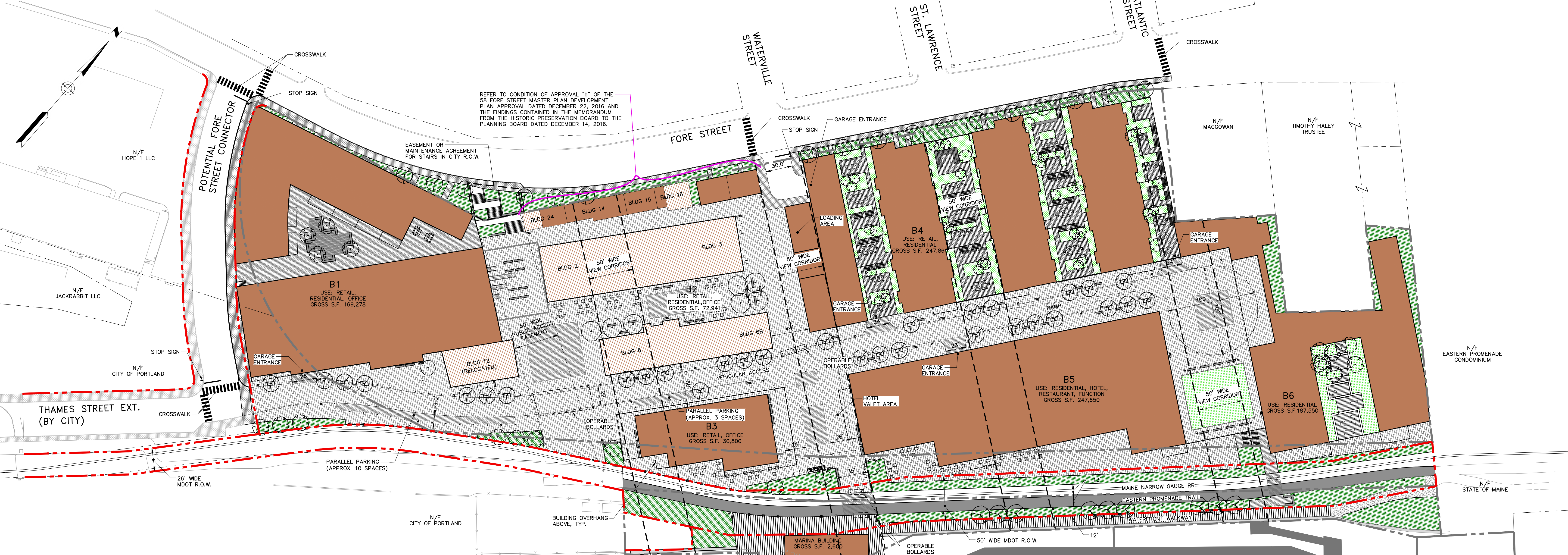
Advantages

- 
- Purchase one model instead of two
 - Eliminates extra trips to site
 - Reduces inventory of step and parts
 - Reduces overall expenses
 - **Saves time and money**

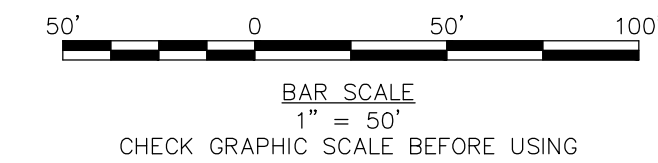
- 
- Easily positions platform to threshold of door
 - No need to shimmy legs
 - Increases safety of step
 - **Saves time and money**

- 
- Eliminates need to replace entire leg if damaged or requires breaking to remove from ground
 - Reduces replacement parts costs
 - **Saves time and money**

- 
- Eliminates damages caused by rail making contact with siding panel of building
 - Saves time required to repair siding panel
 - Eliminates costs associated with repairs
 - **Saves time and money**



PLANT LIST			
SYMBOL	TYPE	BOTANICAL NAME	COMMON NAME
TREES - DECIDUOUS			
	STREET TREE	ACER RUBRUM	RED MAPLE
		OSTRYA VIRGINIANA	AMERICAN HOPHORNBEAM
		ULMUS AMERICANA	AMERICAN ELM
		NYSSA SYLVATICA	TUPELO
	SHADE TREE	QUERCUS BICOLOR	SWAMP WHITE OAK
		QUERCUS PALUSTRIS	PIN OAK
		AMELANCHIER CANADENSIS	EASTERN SERVICEBERRY
		CRATAEGUS CRUS-GALLI VAR. INERMIS	THORNLESS COCKSPUR HAWTHORN
	ORNAMENTAL TREE	MAGNOLIA VIRGINIANA	SWEET BAY MAGNOLIA
		AMELANCHIER CANADENSIS	EASTERN SERVICEBERRY
		NYSSA SYLVATICA	TUPELO
		SASSAFRAS ALBIDUM	SASSAFRASS
SHRUBS AND GROUNDCOVERS			
	PLANTING ZONE 1	CLETHRA ALNIFOLIA	SWEET PEPPERBUSH
		CORNUS CANADENSIS	BUNCHBERRY
		ILEX VERTICILLATA	WINTERBERRY
		OSMUNDA CINNAMOMEA	CINNAMON FERN
		TIARELLA CORDIFOLIA	FOAMFLOWER
		VIORNUM ACERIFOLIUM	MAPLELEAF VIBURNUM
	PLANTING ZONE 2	ARCTOSTAPHYLOS UVA-URSI	BEARBERRY
		ARONIA MELANOCARPA	BLACK CHOKEBERRY
		COMPTONIA PERGRINA	SWEETERN
		MYRICA PENSYLVANICA	NORTHERN BAYBERRY
		RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC
		RHUS TYPHINA	STAGHORN SUMAC



- LEGEND**
- TRASH / RECYCLING RECEPTACLE
 - BENCH
 - BIKE RACK
 - BOLLARD
 - STREET LIGHT
 - MARINA CART
 - FENCE
 - 1FT PAVERS
 - 2FT PAVERS
 - BRICK PAVING (BUILDING 1)
 - WOOD DECKING
 - WATERFRONT WALKWAY
 - ASPHALT
 - TRAIN TRACKS
 - CONTRIBUTING HISTORICAL BUILDING
 - PROPOSED BUILDING

- PROPERTY LINE LEGEND**
- EXISTING OFFSITE PROPERTY LINE
 - EXISTING 58 FORE STREET PROPERTY LINE
 - PROPOSED PROPERTY LINE

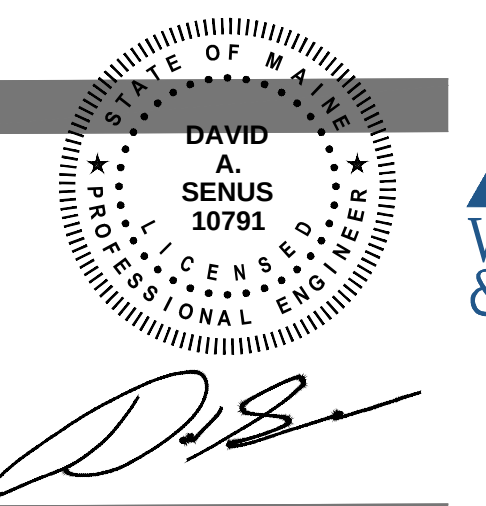
09/16/2016 (REVISED 05/25/2017)
Scale: 1" = 50'



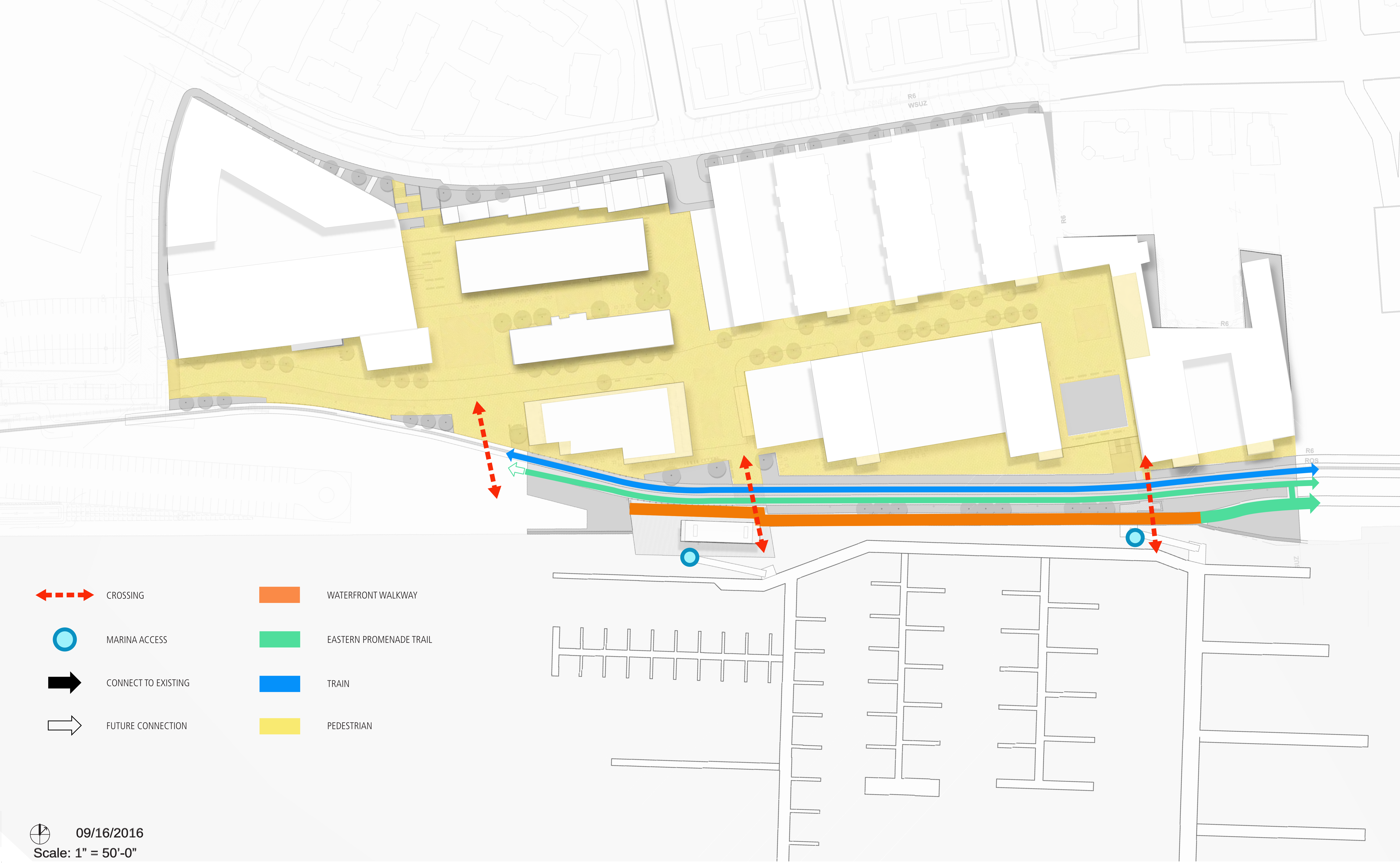
OVERALL SITE MASTER PLAN

58 FORE STREET MASTER PLAN

SCOTT SIMONS ARCHITECTS MICHAEL BOUCHER LANDSCAPE ARCHITECTURE WOODARD & CURRAN THORNTON TOMASETTI THE BOULOS COMPANY MASON ARCHITECTS APPLIED TECHNOLOGY MANAGEMENT PERKINS+WILL



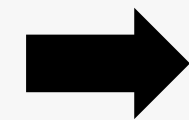
C-100
PERMITTING SET



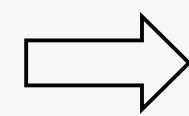
CROSSING



MARINA ACCESS



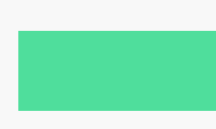
CONNECT TO EXISTING



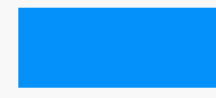
FUTURE CONNECTION



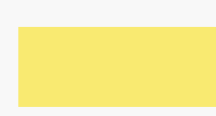
WATERFRONT WALKWAY



EASTERN PROMENADE TRAIL



TRAIN



PEDESTRIAN

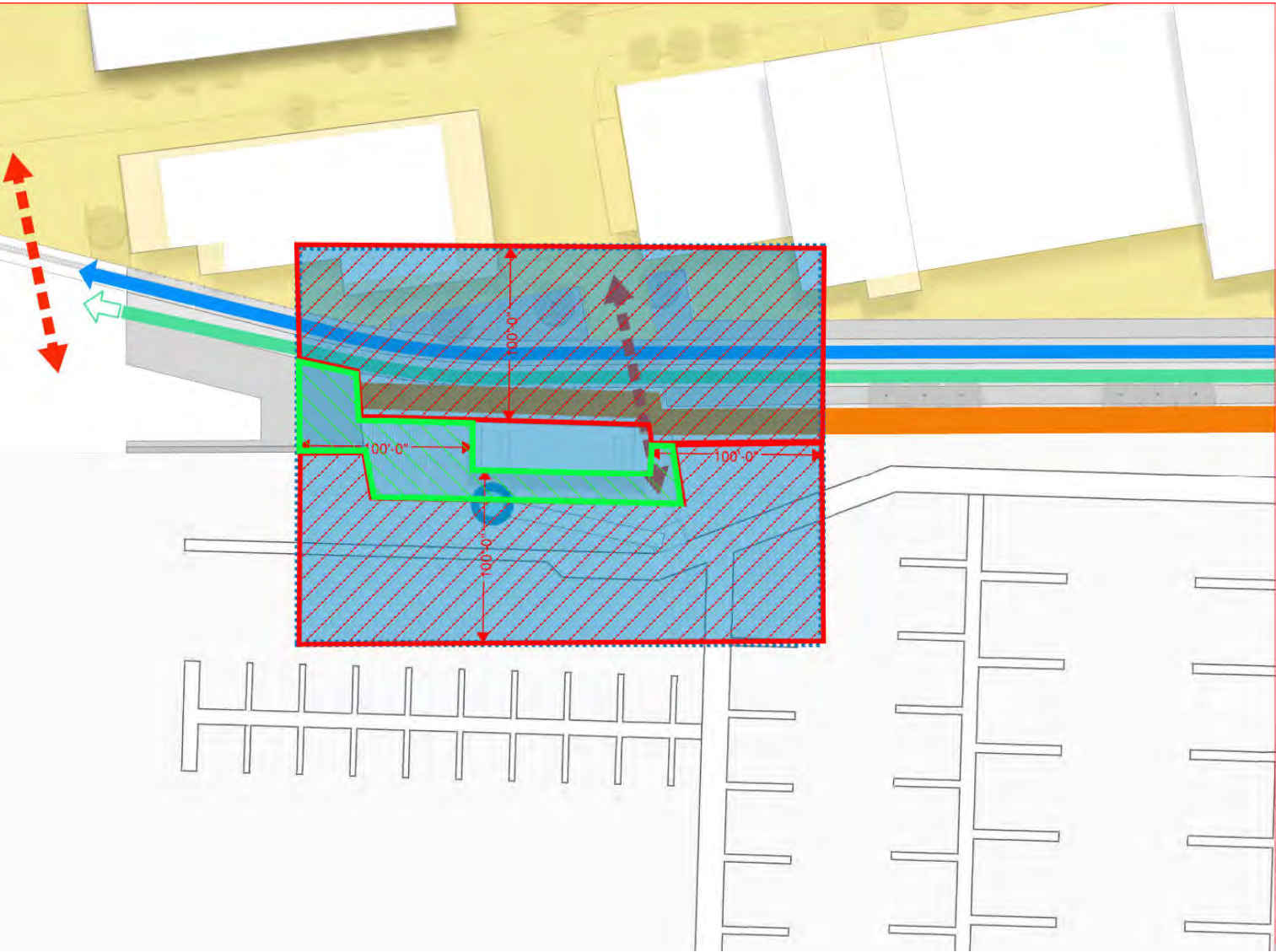


09/16/2016

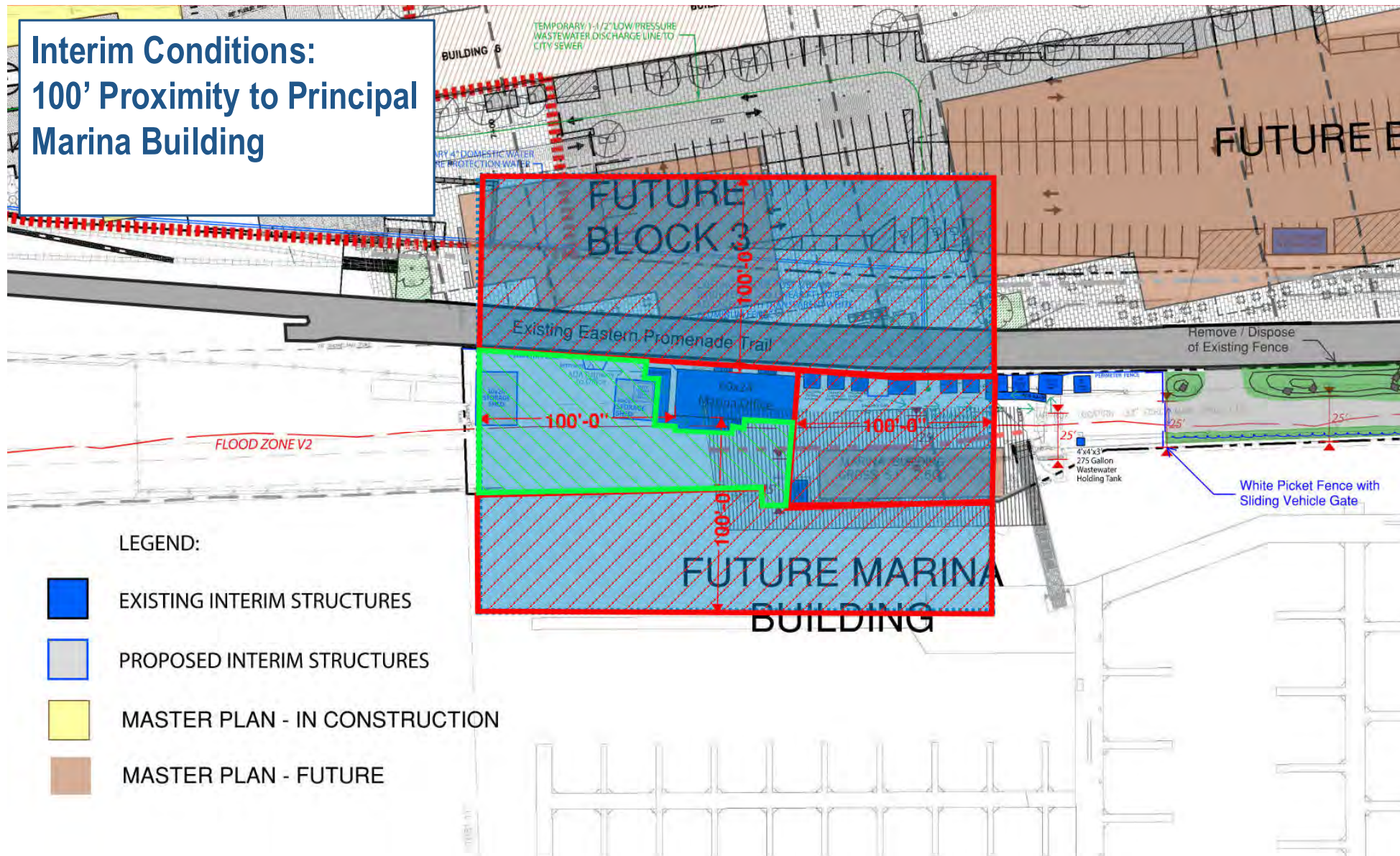
Scale: 1" = 50'-0"

**Master Plan:
100' Proximity to Principal
Marina Building**

-  WATERFRONT WALKWAY
-  EASTERN PROMENADE TRAIL
-  TRAIN
-  PEDESTRIAN



Interim Conditions: 100' Proximity to Principal Marina Building



CITY OF PORTLAND
Planning & Urban Development Department

Amendment to a Master Development Plan

If at any time before or during development the applicant requests **minor amendments** to an approved master development plan, the **Planning Authority may approve such minor amendments**, provided that they are:

- A. Generally consistent with the approved plan.
- B. Do not impact the layout of buildings and open space.
- C. Do not propose new uses.
- D. Do not increase building ground coverage, floor area ratio, or residential density.
- E. Do not substantially change access, circulation, or infrastructure on or adjacent to the site.
- F. Do not involve new waiver requests.
- G. Do not affect any condition or requirement of the Planning Board.

The applicant shall supply an application and written statement of the proposed amendment(s) and proposed amended plans to the Planning Authority, whose shall make a determination as to the minor nature of the amendmen.t

Those amendments that exceed the criteria for a minor amendment are considered to be **major amendments** and **shall be reviewed by the Planning Board** according to the review procedures for major site plan review.

MAINE REAL ESTATE TAX-Paid

SHORT FORM QUITCLAIM DEED WITH COVENANT
DLN: **1002140130067**

CPB2 I LLC (formerly known as CPB2 LLC), a Delaware limited liability company, with a mailing address of 254 Commercial Street, Suite 118, Portland, Maine 04101 (the "Grantor"), FOR CONSIDERATION PAID, grants to **PF MARINA LLC**, a Maine limited liability company, with a mailing address of 1 Marina Way, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, situated southerly of but not adjacent to Fore Street, in the City of Portland, County of Cumberland and State of Maine, more particularly described on **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, CPB2 I LLC has caused this instrument to be executed by Casey W. Prentice, Manager of CPB2 Management LLC, Manager of CPB2 I LLC, thereunto duly authorized, this 22 day of January, 2021.

WITNESS:

Robert W. Prentice
Name:

CPB2 I LLC

By: CPB2 Management LLC, Manager

By: [Signature]
Casey W. Prentice, Manager

State of Maine
County of Cumberland, ss.

January 22, 2021

PERSONALLY APPEARED the above-named Casey W. Prentice, Manager, of CPB2 Management LLC, Manager of CPB2 I LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability companies.

Before me,

Marion S. Logan
Notary Public/Attorney at Law

Print Name:

Commission Expires

MARION S. LOGAN

Notary Public, Maine

My Commission Expires March 23, 2021

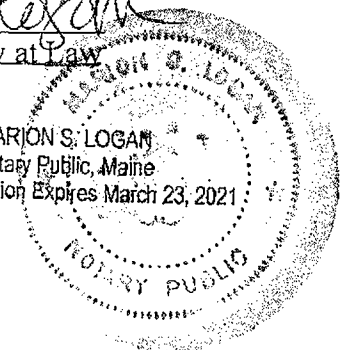


EXHIBIT A

A certain lot or parcel of land situated southerly of but not adjacent to Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the northerly line of land of the State of Maine at the most easterly corner of land of CPB2 I LLC as described in deed Book 30879, Page 75;

Thence, S 46°23'41" E along land of State of Maine 50.12 feet to the point of beginning;

Thence, S 46°23'41" E continuing along land of State of Maine 0.11 feet to land now or formerly of PF Marina as described in deed Book 34869, Page 50;

Thence, the following courses and distances along said PF Marina:

S 38°07'23" W a distance of 115.79 feet;

S 46°50'49" W a distance of 478.88 feet;

S 39°58'09" W a distance of 25.10 feet;

S 48°05'49" W a distance of 215.52 feet;

S 61°02'10" W a distance of 5.79 feet;

S 41°37'32" E a distance of 25.00 feet;

S 48°03'05" W a distance of 74.90 feet to land now or formerly of City of Portland;

Thence, N 42°54'21" W along land of said City of Portland 69.89 feet to land now or formerly of State of Maine as described in Book 10924, Page 91;

Thence, N 52°46'49" E along land of said State of Maine 225.10 feet;

Thence, N 47°33'49" E continuing along land of State of Maine 690.74 to the point of beginning, containing 24,434 s.f. or 0.56 acres, more or less.

Together with the appurtenant rights and easements to cross the "Rail-Trail Corridor" described in Indenture Deed by and between Maine Department of Transportation and Phineas Sprague dated August 30, 1993 and recorded at Cumberland County Registry of Deeds in Book 10924, Page 97.

The real property conveyed in this Deed is SUBJECT TO the rights, easements, covenants, restrictions, encumbrances, terms and conditions set forth in the instruments listed on **Exhibit B** attached hereto and made a part hereof.

For Grantor's source of title see deed from The Portland Company to CPB2 LLC dated April 1, 2014 and recorded at Cumberland County Registry of Deeds in Book 31425, Page 267. Reference is made to Affidavit dated March 21, 2018 and recorded at Cumberland County Registry of Deeds in Book 34737, Page 327.

EXHIBIT B

EXCEPTIONS

1. Rights and easements granted by Canadian National Railway Company to Portland Water District by instruments dated September 2, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3905, Page 238 and in Book 3905, Page 242, as affected by Easement Modification Agreement dated April 29, 2019 and recorded in the Cumberland County Registry of Deeds in Book 35609, Page 42.
2. Terms, provisions, obligations, exceptions, covenants, reservations, and agreements described in Indenture by and between Maine Department of Transportation and Phineas Sprague, Jr. dated August 30, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10924, Page 97.
3. Rights, easements, terms, conditions and agreemenet described in Deed from CPB2 I LLC to PF Marina LLC dated May 29, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34869, Page 50.
4. Rights and easements granted by CPB2 I LLC to Central Maine Power Company and Northern New England Telephone Operations LLC by instrument dated April 4, 2019 and recorded in the Cumberland County Registry of Deeds in Book 35746, Page 178.
5. Memorandum of Agreement by and between Portland Water District and CPB2 LLC dated August 31, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37254, Page 96.

June 1, 2021

Matthew Grooms
Planner
Portland City Hall
389 Congress Street
Portland, ME 04101

**Re: 58 Fore Street Master Development Plan
Master Development Plan | Interim Building & Site Modifications Application
Project ID: 2016-224**

Dear Matt,

In 2016, the City of Portland approved a Master Development Plan for the redevelopment of 58 Fore Street in Portland, Maine (Project ID: 2016-224). We are requesting approval of an interim building and site modifications condition associated with this Master Development Plan. The interim building and site modifications are associated with Block 7 of the project, which is Fore Points Marina, located at 1 Marina Way, Portland, Maine. We do not wish to formally process a Master Development Plan Amendment with the City of Portland at this time, we are only asking for approval of these interim building and site modifications. It is our intention to proceed with permanent building and site modifications that were previously approved under the Master Development Plan in 2016.

DEFINITIONS

For the purpose of this application and to provide consistency in the language, we would like to define the following terms:

Interim Building & Site Modifications

- A period of time ranging from present day up to 3 years from the date of this application where the interim building and site modifications will exist at Fore Points Marina, located at 1 Marina Way, Portland, ME. Should the conditions need to exist past the 3-year time period, the property owner would need to submit an updated application and receive approval from the Planning Authority.

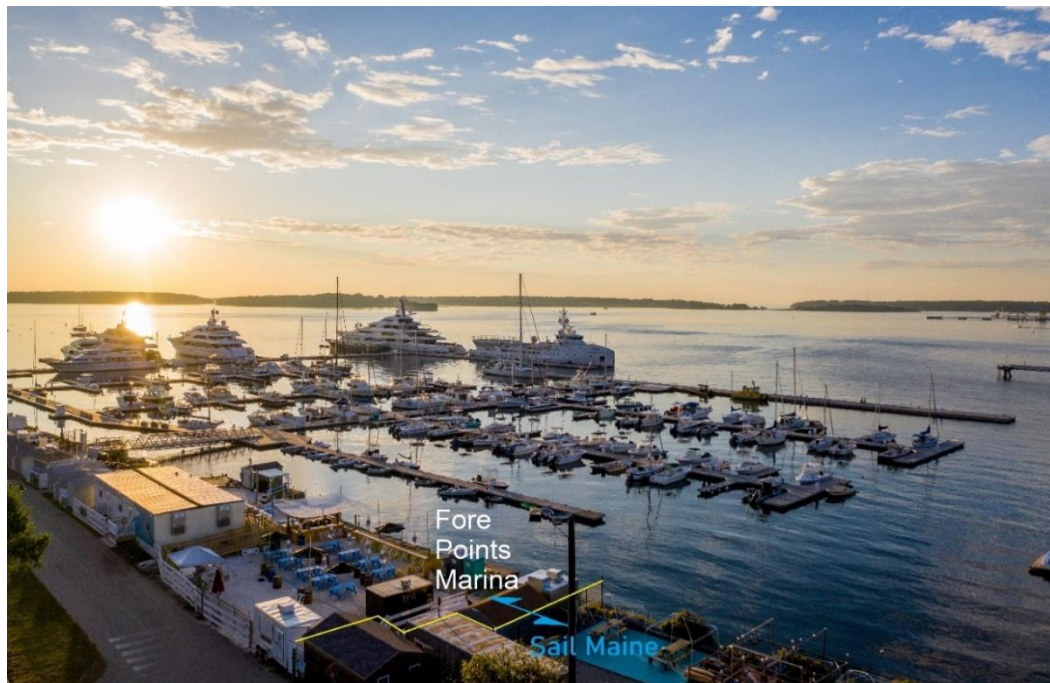
Permanent Building & Site Modifications

- After the interim condition period of time, the permanent building and site changes that will occur at Fore Points Marina located at 1 Marina Way, Portland, ME which are consistent with the originally approved Master Development Plan or as otherwise amended.

SECTION 1: BACKGROUND INFORMATION

Portland Foreside Development Company is coming forward with this application for Interim Building & Site Modifications for several reasons.

- 1) **COVID-19 Impacts:** We had hoped to put forth an application to the Planning Authority for a permanent Marina Office Building in 2021, however like many other businesses, Fore Points Marina was impacted by the COVID-19 pandemic. In lieu of coming forward with permanent buildings at this time, we seek to continue our operations and would like to document the permitted temporary structures that are being used to operate Fore Points Marina until we can come forward with an application for permanent structures. We believe the changes are consistent with the use of this property as an operational Marina and are generally consistent with the building layout proposed during the Master Development Planning process. For reference, we have included the photo below of Fore Points Marina during the summer of 2020.



- 2) **Land Exchange with City of Portland:** During the Master Development Planning process, a three-party land exchange agreement between the property owner, the City of Portland and the MaineDOT was drafted and executed by all three parties. The right to execute the land exchanges as contemplated in this agreement has been extended to October 31, 2023 by all three parties.

SECTION 2: PREVIOUSLY APPROVED BUILDING & SITE CONDITIONS | 2016 MASTER DEVELOPMENT PLAN

In 2016, the Portland Planning Board approved a single 2,600 square foot structure on the property associated with Fore Points Marina for a marina office and operations as part of the Master Development Plan. The Master Development Plan also approved the following:

- ~3,000 SF of deck space surrounding the 2,600 square foot marina office structure
- 220 slip marina
- 110 parking spaces
- New infrastructure, floating dock space and wave attenuators
- Continued pedestrian access along the Maine DOT corridor (to be maintained by Maine DOT and Portland Trails) and an extended privately owned walkway along the water where access points would cross the bike/pedestrian path as well as the rail line.
- The Master Development Plan was approved to modify the Maine DOT easement, rail line and bike/pedestrian path that currently is adjacent to Fore Points Marina by bringing these assets closer to the water.
- The waterfront section of the Master Development Plan was fully envisioned to accommodate pedestrian, bicycle and train movement and to be continuous with the Eastern Promenade Trail.

SECTION 3: INTERIM BUILDING & SITE MODIFICATIONS

For the reasons noted in Section 1, at this time, Fore Points Marina needs to operate in an interim building and site condition. More specifically, we are seeking approval for the following interim building and site modifications (see **Table 1**).

Table 1: Interim Building & Site Modifications

Building/Structure	Square Footage
Office Trailer (60x24)*	1,440
(2) Regular Bathroom Sheds <i>Each Bathroom Shed is 64 SF*</i>	128
(1) ADA Bathroom Shed*	80
(1) Laundry Shed*	64
(1) Utility Shed*	120
(1) Tool Storage Shed*	64
(3) Sheds for Guest Services, Each Guest Shed is 64 SF*	192
Storage Shed #1**	600
Storage Shed #2**	400
Cold Storage**	100
TOTAL	3,188

** Note: Structure was used during the summer of 2020 and summer of 2021 for Marina operations. These received Building Permits and Floodplain Permits from the City of Portland, ME.*

*** Note: These structures are not currently on the Fore Points Marina property. We would like to include them during the interim building and site modification period until we can come forward with a permanent building and site condition.*

SECTION 4: SITE PLAN REVIEW STANDARDS (SECTION 14.6)

The interim building and site modifications requested within this application exceed the criteria for a minor amendment due to layout of buildings and circulations and we understand will be reviewed by the Planning Board for Major Site Plan Review. Below is a narrative regarding how the interim building and site modifications meet the review standards of Section 14.6.

Transportation Standards (Section 14.6.1)

- **Impact on Surrounding Street Systems (Section 14.6.1.a)**

A Traffic Analysis was prepared during the Master Development Plan process for 58 Fore Street which included Fore Points Marina and an analysis of impact on the surrounding street system. There is no change to impact on surrounding street systems due to the interim building and site modifications requested.

- **Access and Circulation (Section 14.6.1.b)**

Access and circulation associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street. As noted in Section 2, pedestrian access along the waterfront and an extended walkway was part of the overall Master Development Plan. This application is focused on interim building and site modifications and is not our permanent building and site conditions.

Pedestrian access outside of the existing MDOT corridor is not possible at this time for several reasons. The area where pedestrian access is intended to be provided in a permanent condition is currently not safe. There has been a seawall collapse and there are sink holes on this part of the property.

Attachment 3 is the Pedestrian Circulation Plan from the approved Master Development Plan. This plan shows three crossing points from the upland area to the Marina property. Currently, we are using one crossing point (the second orange dashed line) to move Marina visitors and guests from the parking area to the Marina building and property. This circulation of guests would remain as part of the interim building and site conditions being proposed.

Marina visitors and guests currently use one crossing point from the parking area to the Marina building and property. This circulation of guests would remain as part of the interim building and site conditions being proposed. Also, during the interim building and site conditions, the trail network would remain as it is today for pedestrians and bicyclists.

- **Public Transit Access (Section 14.6.1.c)**

Public Transit Access for Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street. There is no change to public transit access as previously discussed with the interim building and site modifications proposed.

- **Parking (Section 14.6.1.d)**

Our original Master Development Plan application indicated that there would be 110 parking spaces for Fore Points Marina. The interim building and site modifications are

to support the marina use and no additional parking is being proposed. Furthermore, parking, bicycle storage and electric vehicle charging were all discussed as part of the Master Development Plan for 58 Fore Street which included Fore Points Marina. There is no change to parking needs or access discussed with the interim building and site modifications proposed.

Parking for bicycles is provided at Fore Points Marina with a bike rack on the Marina property next to our western gangway which is near the entrance gate and Marina Office. This bike rack can accommodate 10 bicycles.

- **Transportation Demand Management (Section 14.6.1.e)**

A Transportation Demand Management Plan was prepared during the Master Development Plan process for 58 Fore Street which included Fore Points Marina. There is no change to transportation demand management with the interim building and site modifications proposed.

Environmental Quality Standards (Section 14.6.2)

- **Preservation of Significant Natural Features (Section 14.6.2.a)**

Preservation of Significant Natural Features associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street and as part of the original Level II Site Plan submittal for Fore Points Marina in Section 12. There is no change to preservation of significant natural features with the interim building and site modifications proposed.

- **Landscape Preservation (Section 14.6.2.b)**

Landscape preservation associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street. There is no change to landscape preservation with the interim building and site modifications proposed. During the Level II Site Plan process a waiver was requested for this standard. We have requested this same waiver with our Level II Site Plan Amendment application dated June 1, 2021.

- **Site Landscaping Buffers (Section 14.6.2.c)**

Site landscaping buffers associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street. There is no change to site landscaping buffers with the interim building and site modifications proposed. During the Level II Site Plan process a waiver was requested for this standard. We have requested this same waiver with our Level II Site Plan Amendment application dated June 1, 2021.

- **Water Quality, Stormwater Management and Erosion Control (Section 14.6.2.d)**

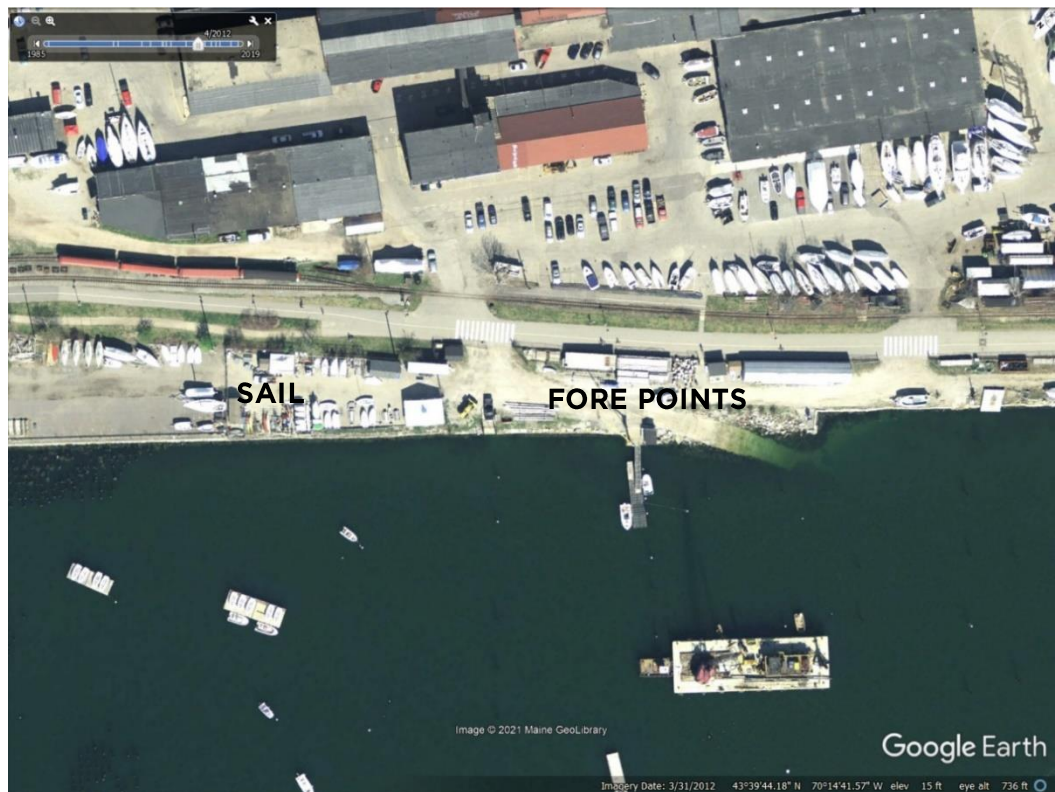
Water quality, stormwater management and erosion control associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street and as part of the original Level II Site Plan submittal in Section 13.

The strategy for stormwater quality management has not changed from the Master Plan. The permanent buildings and site modifications will need to comply with the overall water quality treatment parameters for the project upon construction of those improvements. Under the current, interim building & site modification site conditions,

the trailer and shed structures reside over existing compacted gravel. Rainfall runoff from these structures flows onto a newly placed crushed shell surface, which covers the existing compacted gravel. As noted in the Minor Site Plan amendment, crushed shells provide an improvement over the existing packed gravel surface. Crushed shells slow runoff, reduce erosion and have been proven to provide limited water quality enhancement in past studies based on use of crushed shells in water quality media filters.

Evidence of the existing compacted gravel condition at the site are evident in historical aerial imagery from Google Earth. In the attached images, one can see that the waterfront area associated with the marina has had marina and boat-maintenance services on the land over the past 10 years, with imagery from April 2012 (prior to purchase of the property in 2013), May 2018 (prior to start of construction the present marina), and July 2019 (start of operations at the current marina).

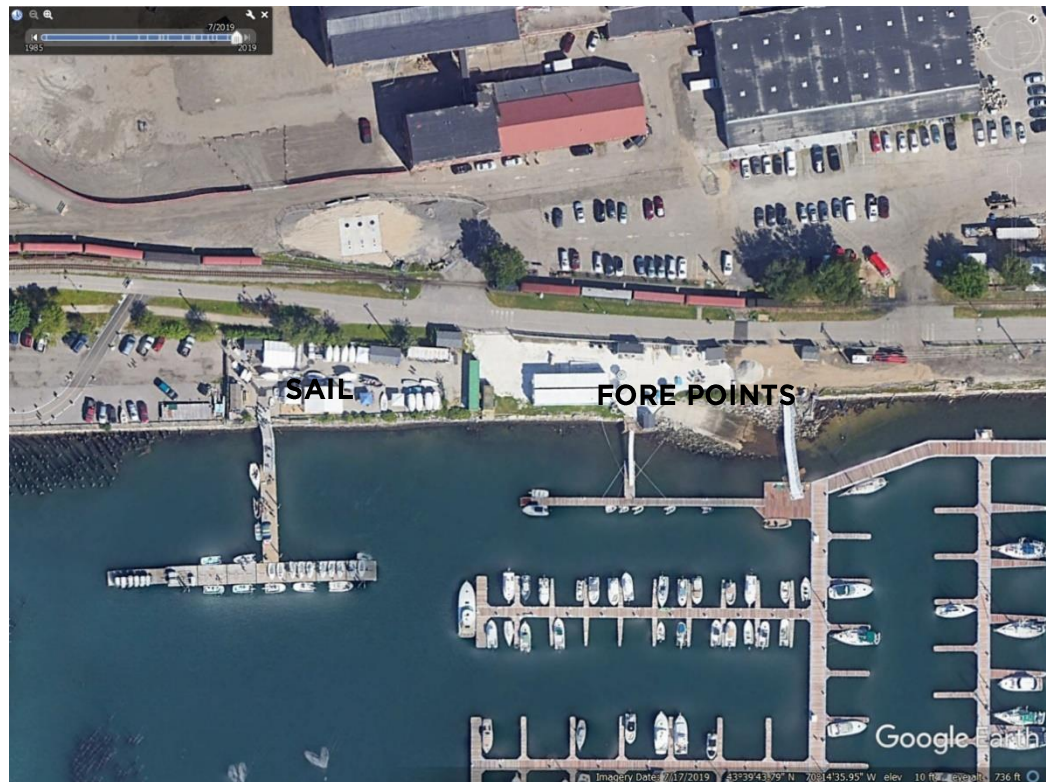
April 2012 (Source: Google Earth)



May 2018 (Source: Google Earth)



July 2019 (Source: Google Earth)



Public Infrastructure & Community Safety Standards (Section 14.6.3)

- **Consistency With City Master Plans (Section 14.6.3.a)**

Consistency with City Master Plans associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street and as part of the original Level II Site Plan submittal in Section 14. There is no change to consistency with City Master Plans with the interim building and site modifications proposed.

- **Public Safety and Fire Prevention (Section 14.6.3.b)**

Public Safety and Fire Prevention associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street and as part of the original Level II Site Plan submittal (see Section 17). We have been working with Public Safety and Fire Prevention during this interim condition period and the buildings and site has been inspected as recently as April and May 2021. Any corrections that were communicated have been made immediately and City staff has been notified.

- **Public Utilities (Section 14.6.3.c)**

Public utilities associated with Fore Points Marina was reviewed as part of the Master Development Plan for 58 Fore Street and as part of the original Level II Site Plan submittal (see Section 15 and Section 16).

In accordance with past approvals, permanent domestic water and fire protection service is installed and in place to the marina.

The master plan envisions that wastewater needs will be accommodated by means of a future pump station to be installed between building blocks 3 & 5. In the current, interim condition, wastewater from the marina office and marina bathrooms flows to a small residential size ejector pump (EOne pump) and is discharged thru a low pressure, small diameter force main to a gravity sewer on the upland site that connects to the City sewer system in Thames Street, as reviewed and approved by the City of Portland Water Resources Department. Wastewater discharge from vessels is presently held in temporary holding tanks on the shore and pumped out / hauled by septic haulers to the wastewater treatment plant. The small ejector pump and hold tanks represent an interim condition, as the permanent condition anticipates a plumbed connection from the marina to the future permanent pump station to address all future wastewater needs at the marina. This permanent condition will be completed as part of future permanent building and site modification work.

The electrical service to the marina is a temporary (interim condition) overhead service from Fore Street down to a transformer situated on the east end of the upland site, with secondary wiring that runs overhead to distribution panels situated at the head of both the east and west gangways, as approved under previous Level II Site Plan documents. The master plan envisions underground electrical feeds to the marina. These underground electrical feeds are partially installed as part of a current upland development project (Phase 1) and will be extended to the marina at a future date to accommodate the permanent building and site modifications.

Site Design Standards (Section 14.6.4 a-d and f-i)

The interim building and site modifications associated with this Master Development Plan are approximately 2,914 sf in total and meet the Site Design Standards.

Historic Resources (Section 14.6.5.e)

The interim building and site modifications associated with this Master Development Plan will not affect any designated historic landmarks or historic districts.

Assessment of Zoning

The interim building and site modifications associated with this Master Development Plan are not permanent structures being proposed. The marina office, bathrooms and laundry facility support the marina use which is an allowed use in the Eastern Waterfront Port Zone. The interim buildings and site modifications have been reviewed with City staff, including Zoning, as recently as April and May 2021 and any corrections that were communicated have been made.

We have included a Proposed Interim Building & Site Modification Plan indicating each of these interim structures (see Attachment 2). Thank you for your consideration. We look forward to meeting with you.

Sincerely,

A handwritten signature in black ink, appearing to read "David Senus", with a stylized, flowing script.

David Senus, PE | Director of Planning & Design
Portland Foreside Development Company

Attachments

- Approved Master Development Plan, Dated May 25, 2017
- Proposed Interim Building & Site Modifications, Dated June 1, 2021
- Approved Master Development Plan, Pedestrian Circulation Plan, 2016
- Deed to PF Marina LLC

October 21, 2021

Matthew Grooms, Planner
Portland City Hall
389 Congress Street
Portland, ME 04101

**Re: 58 Fore Street Master Development Plan
Master Development Plan | Interim Building & Site Modifications
Second Response to Comments
PL-001654-2021**

Dear Matt,

Portland Foreside Development Company has received comments from the City of Portland based on the September 28, 2021 Planning Board meeting where we discussed our Interim Building & Site Modification submittal made on June 1, 2021. The Interim Building & Site Modification submittal is associated with the 58 Fore Street Master Development Plan, originally approved in December 2016. We offer the following response to comments:

Comment 1: The marina office and seasonal restaurant/bar uses occupy roughly the footprint anticipated for the principal marina office identified in the MDP. Staff are comfortable with the proposed layout, noting that this footprint should not expand beyond what is shown on the most recent MDP amendment plan.

Response: Thank you and we agree with this statement.

Comment 2: The operation of the marina and seasonal restaurant should not in any way interrupt trail activity, and the applicant shall consider strategies to address the queuing of patrons, the placement of signage, and delivery of goods to and from the site.

Response: We agree with this comment. We plan to continue using the “vestibule” arrangement for the seasonal restaurant use. This “vestibule”, or more simply a bump-in of the fence-line, was specifically put in place to queue entering patrons off the trail and onto the marina property when entering the seasonal restaurant area. In addition, we have indicated the location of a previously approved shed structure on the Master Development Interim Conditions Plan that has and will continue to be utilized for shipping and receiving packages and deliveries to and from the Marina. The shipping and receiving structure provided an effective means of keeping delivery vehicles from crossing the trail in the summer of 2021, and we request continued use of this shed structure for this purpose over the term of this interim condition approval. We agree that placement of signage should not be allowed to interrupt trail activity.

Comment 3: Temporary landscaping should be introduced in key locations across the site in order to soften the transition between the publicly accessible trail and marina office/restaurant entrance; at secure entrances to the marina gangways, and in areas between the two marina gangways.

Portland Foreside has added temporary landscaping and seashells in several locations across the Fore Points Marina site including along the Eastern Promenade Trail to soften the transition between the trail and marina entrance (see below).



We will add additional temporary landscaping as shown on the MDP Interim Conditions Plan (see **Attachment 1**).

Comment 4: The applicant shall provide an updated MDP interim conditions plan to be inserted into the approved 2016 MDP. This plan should identify publicly accessible and private areas, and interim circulation routes, and should reflect conditions expected over the next several years and remove features not yet developed.

Response: Please see the attached proposed MDP Interim Conditions Plan (**Attachment 1**). We are providing a figure that clearly shows the conditions expected over the next several years and have shadowed features not yet developed (and marked as “Future”). The future rail/trail location is not depicted on this plan, as it would be challenging to display relative to the interim conditions. The previously approved Master Development Plan should continue to be utilized to reference the future rail/trail location.

In addition, we are providing a closer look at the waterfront area that shows publicly accessible and private areas as well as interim circulation routes for the public (see **Attachment 2**). We have previously provided circulation routes within the Fore Points Marina property with our application.

Comment 5: To the extent possible, existing fencing located between the two marina gangways should be either removed, replaced with a lower more visually permeable fence, or shifted closer to the water's edge to allow for greater public access. Understanding that there are safety concerns due to the condition of the seawall, the applicant should consider whether or not it may be practical to open up one or more sections of this area where the integrity of the seawall may allow for public access.

Response: We understand that Staff would like the existing fence between the two marina gangways to be removed, lowered or shifted toward the water. We would like to reiterate that modifications to this waterfront area were planned to take place after a land swap agreement is executed with the City of Portland and the Maine DOT. To date, this has not occurred despite the best efforts of Portland Foreside Development Company; the City Manager’s office declined our request to execute the swap in April of 2020. We still intend to complete these improvements, and we request that the City work with us to honor prior Planning Board approvals and see through the land exchange agreement.

On a related note, please see the attached photo documentation of current conditions along the Eastern Waterfront Port Zone (photos taken on October 13, 2021 – see **Attachment 3**). As the City continues to ask Portland Foreside to open up our private property to the public, which we fully intend to do under this interim improvement plan and ultimately under our Master Development Plan, we once again ask the City to reflect on current conditions of City owned property in this area and public access on City land. City property includes a similar black fence, various un-permitted structures, barbed wire and other security measures. Keep in mind that the 2004 approval for Ocean Gateway conditioned vegetating the large, paved waterfront parking lot west of our property thru a plan to be submitted within 5 years of the Ocean Gateway approval (by 2009), or upon completion of the Ocean Gateway Garage; however, that surface lot has only recently been improved (2020) and still consists of large, paved areas. In addition, there remains extensive City-owned waterfront surface parking areas within the Eastern Waterfront Port Zone between Ocean Gateway and the Maine State Pier. We encourage the City to finally fund Portland Landing park planning, design and construction efforts and to select talented, local design teams to create a waterfront park in this area. These

city properties are exponentially larger than our roughly 700 feet of frontage and are critical to zoning and planning efforts to increase public access to the waterfront in this zone.

That said and in good faith, we have developed a MDP Interim Conditions Plan (**Attachment 1**) to open up the areas of private property between the eastern and western gangway at Fore Points Marina for increased public use during the timeframe in which Fore Points Marina is operating under this Interim Conditions Plan. This plan includes adding interim landscape features as well as a waterfront pathway which represents a substantial investment by the Portland Foreside Development with the intent of collaborating with the City to achieve mutual goals in this area. The future, fully completed condition will include a more formalized waterfront walkway in this area in accordance with the approved Master Development Plan.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Senus", with a stylized, flowing script.

David Senus, PE
Director of Planning & Design
Portland Foreside Development Company

Attachments

- Attachment 1 | MDP Interim Conditions Plan, October 2021
- Attachment 2 | MDP Interim Publicly Accessible Areas, Private Areas & Circulation Routes, October 2021
- Attachment 3 | Eastern Waterfront Port Zone Photos from Pedestrian View, October 2021



Federal Emergency Management Agency

Washington, D.C. 20472

Att. E

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF PORTLAND, CUMBERLAND COUNTY, MAINE	A parcel of land, as described in the Deeds recorded as Document Nos. 23925 and 55154, both in the Office of the Register of Deeds, Cumberland County, Maine The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 230051	
AFFECTED MAP PANEL	NUMBER: 2300510014B	
	DATE: 7/17/1986	
FLOODING SOURCE: PORTLAND HARBOR; CASCO BAY		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.662774, -70.242547 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
--	--	--	1 Marina Way	Portion of Property	C	--	--	10.5 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION	SUPERSEDES PREVIOUS DETERMINATION
ZONE V	STATE LOCAL CONSIDERATIONS
PORTIONS REMAIN IN THE SFHA	

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

BEGINNING ON THE SOUTHERLY LINE OF LAND NOW OR FORMERLY OF STATE OF MAINE AS DESCRIBED IN DEED BOOK 10924, PAGE 91 AT THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OF PF MARINA, LLC AS DESCRIBED IN DEED BOOK 37742, PAGE 208; THENCE, S 46°23'41" E A DISTANCE OF 16.46 FEET TO THE V2 FLOOD ZONE LINE AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051-0014B; THENCE, THE FOLLOWING COURSES AND DISTANCES ALONG SAID V2 ZONE: S 55°30'16" W A DISTANCE OF 6.83 FEET; S 44°11'41" W A DISTANCE OF 13.92 FEET; S 62°37'45" W A DISTANCE OF 14.68 FEET; S 44°11'40" W A DISTANCE OF 23.20 FEET; S 50°32'05" W A DISTANCE OF 84.05 FEET; S 44°11'40" W A DISTANCE OF 102.10 FEET; S 32°53'04" W A DISTANCE OF 11.83 FEET; S 44°11'40" W A DISTANCE OF 162.43 FEET; S 50°32'05" W A DISTANCE OF 21.01 FEET; S 44°11'40" W A DISTANCE OF 18.56 FEET; S 37°51'15" W A DISTANCE OF 21.01 FEET; S 50°32'05" W A DISTANCE OF 42.03 FEET; S 44°11'40" W A DISTANCE OF 27.85 FEET; S 54°12'09" W A DISTANCE OF 40.06 FEET; S 44°11'40" W A DISTANCE OF 32.49 FEET; S 55°30'14" W A DISTANCE OF 11.83 FEET; S 44°11'40" W A DISTANCE OF 41.77 FEET; S 55°30'16" W A DISTANCE OF 23.66 FEET; S 48°00'30" W A DISTANCE OF 34.88 FEET; S 44°11'41" W A DISTANCE OF 18.56 FEET; S 51°02'14" W A DISTANCE OF 58.43 FEET; S 44°11'40" W A DISTANCE OF 18.56 FEET; S 51°19'10" W A DISTANCE OF 37.42 FEET; S 46°04'22" W A DISTANCE OF 51.57 FEET TO LAND NOW OR FORMERLY OF CITY OF PORTLAND AS DESCRIBED IN DEED BOOK 10924, PAGE 84; THENCE, S 46°29'06" W CONTINUING ALONG THE SAID V2 ZONE AND THROUGH LAND OF SAID CITY OF PORTLAND A DISTANCE OF 15.77 FEET; THENCE, S 44°11'40" W CONTINUING ALONG THE SAID V2 ZONE AND THROUGH LAND OF CITY OF PORTLAND A DISTANCE OF 33.56 FEET; THENCE, N 40°18'13" W CONTINUING THROUGH LAND OF CITY OF PORTLAND AND LAND NOW OR FORMERLY OF SAID STATE OF MAINE A DISTANCE OF 100.26 FEET TO THE NORTHERLY LINE OF LAND OF SAID STATE OF MAINE; THENCE, N 52°46'49" E ALONG THE NORTHERLY LINE OF STATE OF MAINE 272.75 FEET; THENCE, N 47°33'49" E CONTINUING ALONG THE NORTHERLY LINE OF STATE OF MAINE 685.00 FEET; THENCE, S 46°23'41" E THROUGH LAND OF STATE OF MAINE 50.12 FEET TO THE POINT OF BEGINNING

ZONE V (This Additional Consideration applies to the preceding 1 Property.)

A portion of this property, but not the subject of the Determination/Comment Document, is located within a Coastal High Hazard Area (Zone V, VE or V1-30). Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management. No construction using fill for structural support or that may increase flood damage to other property may take place in these areas.

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

SUPERSEDES OUR PREVIOUS DETERMINATION (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

This Determination Document supersedes our previous determination dated 7/16/2021, for the subject property.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING LETTERS OF MAP AMENDMENT

When making determinations on requests for Letters of Map Amendment (LOMAs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination. Requesters should be aware that flood conditions may change or new information may be generated that would supersede FEMA's determination. In such cases, the community will be informed by letter.

Requesters also should be aware that removal of a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is not subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This does not mean the property is not subject to other flood hazards. The property could be inundated by a flood with a magnitude greater than the base flood or by localized flooding not shown on the effective National Flood Insurance Program (NFIP) map.

The effect of a LOMA is it removes the Federal requirement for the lender to require flood insurance coverage for the property described. The LOMA *is not* a waiver of the condition that the property owner maintain flood insurance coverage for the property. *Only* the lender can waive the flood insurance purchase requirement because the lender imposed the requirement. *The property owner must request and receive a written waiver from the lender before canceling the policy.* The lender may determine, on its own as a business decision, that it wishes to continue the flood insurance requirement to protect its financial risk on the loan.

The LOMA provides FEMA's comment on the mandatory flood insurance requirements of the NFIP as they apply to a particular property. A LOMA is not a building permit, nor should it be construed as such. Any development, new construction, or substantial improvement of a property impacted by a LOMA must comply with all applicable State and local criteria and other Federal criteria.

If a lender releases a property owner from the flood insurance requirement, and the property owner decides to cancel the policy and seek a refund, the NFIP will refund the premium paid for the current policy year, provided that no claim is pending or has been paid on the policy during the current policy year. The property owner must provide a written waiver of the insurance requirement from the lender to the property insurance agent or company servicing his or her policy. The agent or company will then process the refund request.

Even though structures are not located in an SFHA, as mentioned above, they could be flooded by a flooding event with a greater magnitude than the base flood. In fact, more than 25 percent of all claims paid by the NFIP are for policies for structures located outside the SFHA in Zones B, C, X (shaded), or X (unshaded). More than one-fourth of all policies purchased under the NFIP protect structures located in these zones. The risk to structures located outside SFHAs is just not as great as the risk to structures located in SFHAs. Finally, approximately 90 percent of all federally declared disasters are caused by flooding, and homeowners insurance does not provide financial protection from this flooding. Therefore, FEMA encourages the widest possible coverage under the NFIP.

LOMAENC-1 (LOMA Removal)

The NFIP offers two types of flood insurance policies to property owners: the low-cost Preferred Risk Policy (PRP) and the Standard Flood Insurance Policy (SFIP). The PRP is available for 1- to 4-family residential structures located outside the SFHA with little or no loss history. The PRP is available for townhouse/rowhouse-type structures, but is not available for other types of condominium units. The SFIP is available for all other structures. Additional information on the PRP and how a property owner can qualify for this type of policy may be obtained by calling the Flood Insurance Information Hotline, toll free, at 1-800-427-4661. Before making a final decision about flood insurance coverage, FEMA strongly encourages property owners to discuss their individual flood risk situations and insurance needs with an insurance agent or company.

FEMA has established "Grandfather" rules to benefit flood insurance policyholders who have maintained continuous coverage. Property owners may wish to note also that, if they live outside but on the fringe of the SFHA shown on an effective NFIP map and the map is revised to expand the SFHA to include their structure(s), their flood insurance policy rates will not increase as long as the coverage for the affected structure(s) has been continuous. Property owners would continue to receive the lower insurance policy rates.

LOMAs are based on minimum criteria established by the NFIP. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the SFHA. If a State, county, or community has adopted more restrictive and comprehensive floodplain management criteria, these criteria take precedence over the minimum Federal criteria.

In accordance with regulations adopted by the community when it made application to join the NFIP, letters issued to amend an NFIP map must be attached to the community's official record copy of the map. That map is available for public inspection at the community's official map repository. Therefore, FEMA sends copies of all such letters to the affected community's official map repository.

When a restudy is undertaken, or when a sufficient number of revisions or amendments occur on particular map panels, FEMA initiates the printing and distribution process for the affected panels. FEMA notifies community officials in writing when affected map panels are being physically revised and distributed. In such cases, FEMA attempts to reflect the results of the LOMA on the new map panel. If the results of particular LOMAs cannot be reflected on the new map panel because of scale limitations, FEMA notifies the community in writing and revalidates the LOMAs in that letter. LOMAs revalidated in this way usually will become effective 1 day after the effective date of the revised map.

Your property has been reclassified as moderate-to-low flood risk. Your flood risk has been reduced but not removed.

You may now qualify for a Preferred Risk Flood Insurance Policy with annual rates starting as low as \$325. Keep your home—and everything inside of it—covered for less money. Contact your insurance agent to secure a lower-cost policy today.

Protect the life you've built.

Call **800-427-4661** or visit
www.FloodSmart.gov



FEMA

Page 77



Flooding 101: Did you know?

- Flooding is the most common and costly disaster in the United States. Just 1 inch of flood water can cause \$25,000 of damage to your home.
- People outside of high-risk flood areas file more than 20% of NFIP claims and receive one-third of disaster assistance for flooding.
- Most homeowners and renters insurance doesn't cover flood damage. Only flood insurance provides financial protection from costly flooding.

Stay covered. Save money. Talk to an agent today.

For more information visit [FloodSmart.gov](https://www.floodsmart.gov).



Matthew Grooms <mgrooms@portlandmaine.gov>

EWPZ Text Amendment Comments and Updated MDP Guidance

Mary E. Costigan <mcostigan@bernsteinshur.com>

Thu, Nov 18, 2021 at 10:24 AM

To: Matthew Grooms <mgrooms@portlandmaine.gov>, Mary McCrann <mcm@portlandforeside.com>, David Senus <das@portlandforeside.com>

Cc: Kevin Kraft <kkraft@portlandmaine.gov>

Hi Matt:

The following and attached are provided in response to the latest staff comments on the Marina applications for the MDP Interim Conditions Plan and the proposed EWPZ text amendment.

1. "Regarding the form of the MDP Interim Conditions Plan, I am attaching two separate plans to illustrate what we are looking for. The MDP plan should look similar to the recent public/private access plan you developed, highlighting the area and total building square footages to exist within each zone. Unlike the example provided, these 'zones' should clearly follow property and shoreline and should not include any unbuilt/undeveloped features such as the principal marina building or boardwalk area. The second plan attached, completed for the Rufus Deering MDP, illustrates what we are looking for in a future site plan. Again, unbuilt/undeveloped features should not be shown or overlaid. This should highlight only the proposed condition. This plan will also need to include the boundary of the VE zone."

- See Attached and let me know if it is what you are looking for. Happy to make changes if necessary

2. "While staff are generally supportive of the quantity, floor area, and overall site area occupied by temporary buildings associated with the marina operation, per Board feedback, staff would request that the placement of sheds be further evaluated, to identify whether or not there are opportunities to cluster sheds in areas outside of the VE zone, that would enable broader visual gaps between sheds."

- We evaluated the location of the sheds to see if we could cluster them outside the VE zone, and found that the current configuration is the best solution. These buildings cannot be consolidated without encroachment into fire lanes, ADA access areas and the VE Flood Zone. The buildings were sited at their present locations based on prior discussions with City Staff (Zoning, Code Enforcement, Fire, etc.). In addition, most of the sheds have plumbing and/or electrical and it would take considerable effort and cost to move them, with no discernable difference in views in the building area. Visual permeability will be increased in this area by removing an existing wood slat fence and replacing it with a new, visually-permeable fence system. We have also agreed to open up a significant portion of our property to the public earlier than planned and prior to having the land swap agreement in place. This area has been private and fenced off throughout the history of the Eastern Promenade trail, often occupied with buildings, boats, docks and equipment, significantly impacting past views from the trail. Opening this area to the public both physically and visually will be a big improvement.

3. "Staff would also note that no sheds, aside from the temporary Marina Office, should front the Eastern Promenade Trail. The placement of structures and orientation will more closely be evaluated under the Level II site plan amendment."

- We understand your comment to mean that we cannot have any buildings with openings facing the trail, except for the marina office trailer. It will be addressed in site plan.

4. "As publicly accessible areas are now better defined under the currently proposed MDP Interim Conditions Plan, staff request that the wastewater storage tank proximate to the easterly gangway be relocated within the fenced off portion of the site dedicated for use by vessel crews and marina guests and staff."

- We are unable to move the tank into the fenced off portion because it will not fit.

5. "In order to address concerns around queuing within the Eastern Promenade Trail, the applicant should either widen or deepen the vestibule area to accommodate the placement of signage and additional queuing away from the trail."

- We did increase the size of the vestibule last year and it greatly improved the situation and eliminated the queuing on the trail. We can address this during site plan review.

6. Text Amendment: "Based upon the Board's comment citing that restaurants must contain interior seating and that the accessory use provision proposed was incongruous with accessory uses defined elsewhere in the code, the proposed text has been further amended to introduce food service as an allowable component of a marina, with no specific requirement for interior seating, and elimination of the use as being 'accessory' to the marina. Based upon the Board and public comment, requesting that the restaurant use be made less prominent a component of the marina, and the applicant's statement that a future restaurant would be concentrated to a specific minimal location identified on the 2016 MDP, staff will put forward two separate versions of the draft amendment be considered, with the second version (v.2) limiting all elements of the restaurant use to within 75 feet of the marina office building as opposed to 100 feet. Note, the term principal marina building has also been replaced with marina office building, so as to be consistent with terminology used elsewhere in Ch. 14. As the food service use is now included as an optional component of a marina, which is defined as a water dependent use, the new text explicitly permitting restaurants and food service within the 25-foot pier edge setback has been removed, though the explicit prohibition on restaurants within the setback area remains struck."

- Our impression from the majority of Planning Board members is that they were not requesting that the area be minimized since it is already such a small area in relation to the rest of the parcel. Rather, they were concerned about tightening up the language and we think that your latest draft does that with additional tweaks in the attached.
- We request that the Board only be presented with the 100-foot option. The 75-foot does place an unnecessary constraint on the space that is available. Although 100-feet in all directions may sound like a large area, the attached plans depict the actual area available for food service use within that 100-foot box. In the temporary condition, shrinking the space to 75 feet would force us to locate the temporary food service shed 25 feet from the property line, which practically does not work. It would leave us with a 25' empty gap between our shed and the Sail Maine shed. In the permanent condition, you can see from the attached that the building is located further east and south, limiting where the food service can be located. In either scenario we can only take advantage of the 100' to the west, so shrinking that space to 75' will have a significant impact.

7. You don't mention this in your emails, but we are curious how you plan to respond to the Board's request for monitoring or otherwise encouraging the planning and construction of a permanent building. We would suggest that we be required to provide staff with an annual progress report regarding what we have done in the prior year to get the site to a permanent condition. That report or a summary can then be provided to the Board as a communication. Like the Planning Board members, we are looking to move forward and work toward a permanent condition as quickly as possible, so we're happy to provide progress report.

Please let me know if you have any questions or need to discuss anything prior to issuance of your report tomorrow.

Thank you –

Mary

Mary E. Costigan

Shareholder

207 228-7147 direct

207 774-1200 main

207-774-1127 fax

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

BERNSTEINSHUR

[Portland, ME](#) | [Manchester, NH](#) | [Augusta, ME](#) | [bernsteinshur.com](#)

Confidentiality notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

From: Matthew Grooms <mgrooms@portlandmaine.gov>

Sent: Friday, November 12, 2021 2:57 PM

To: Mary McCrann <mcm@portlandforeside.com>; David Senus <das@portlandforeside.com>

Cc: Mary E. Costigan <mcostigan@bernsteinshur.com>; Kevin Kraft <kkraft@portlandmaine.gov>

Subject: EWPZ Text Amendment Comments and Updated MDP Guidance

EXTERNAL EMAIL

Hi Mary and Dave,

I am attaching the latest version of the EWPZ text amendment that we plan to share with the Planning Board at the 11/23 public hearing. Below I listed some bullets just to summarize what those changes are.

Text Amendment

1. Based upon the Board's comment citing that restaurants must contain interior seating and that the accessory use provision proposed was incongruous with accessory uses defined elsewhere in the code, the proposed text has been further amended to introduce food service as an allowable component of a marina, with no specific requirement for interior seating, and elimination of the use as being 'accessory' to the marina.
2. Based upon the Board and public comment, requesting that the restaurant use be made less prominent a component of the marina, and the applicant's statement that a future restaurant would be concentrated to a specific minimal location identified on the 2016 MDP, staff will put forward two separate versions of the draft amendment be considered, with the second version (v.2) limiting all elements of the restaurant use to within 75 feet of the marina office building as opposed to 100 feet. Note, the term principal marina building has also been replaced with marina office building, so as to be consistent with terminology used elsewhere in Ch. 14.

3. As the food service use is now included as an optional component of a marina, which is defined as a water dependent use, the new text explicitly permitting restaurants and food service within the 25-foot pier edge setback has been removed, though the explicit prohibition on restaurants within the setback area remains struck.

Also, as you are aware, Kevin and I met with Mary Costigan on Wednesday to discuss the MDP comments. Based on our conversation, and discussions with the zoning administrator, we would rescind our recommendation that any sheds be located within the VE zone, though we still would ask that the placement of sheds be further evaluated, to identify whether or not there are opportunities to cluster sheds in areas outside of the VE zone, that would enable broader visual gaps between sheds. Other comments remain unchanged and should be responded to and/or incorporated into the final plan materials.

Regarding the form of the MDP Interim Conditions Plan, I am attaching two separate plans to illustrate what we are looking for. The MDP plan should look similar to the recent public/private access plan you developed, highlighting the area and total building square footages to exist within each zone. Unlike the example provided, these 'zones' should clearly follow property and shoreline and should not include any unbuilt/undeveloped features such as the principal marina building or boardwalk area. The second plan attached, completed for the Rufus Deering MDP, illustrates what we are looking for in a future site plan. Again, unbuilt/undeveloped features should not be shown or overlayed. This should highlight only the proposed condition. This plan will also need to include the boundary of the VE zone.

Please feel free to follow up with me if you have any questions. I hope everyone has a great weekend.

Best,

Matt

--

Matthew Grooms, AICP

Senior Planner

Planning Division

City Hall, [389 Congress Street, 4th Floor](#)
Portland, Maine 04101
(207) 874-8725 (T)
(207) 756-8258 (F)

mgrooms@portlandmaine.gov

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

4 attachments



100 feet of proposed marina building.pdf
255K



100 feet of temporary marina building.pdf
393K



Article 10 Redlined Version 11-12-2021 (Applicant Comments).docx
664K



Portland Foreside MDP Interim Conditions Plan and Site Plan.pdf

559K

Four Points Marina

0 views



Assigned to me

Subscribe ☐

Adrianna DiBiase <dibiaseadrianna@gmail.... Sep 19, 2021, 3:10:29 PM (18 hours ago)
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Good afternoon,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Bruce K. White | Sea Tow Portland <bkwhite@seatow.c... Sep 1, 2021, 11:18:56 AM (6 days ago)
to planning@portlandmaine.gov

Hello,

I am taking a moment to express my support of a change to the Eastern Waterfront Zoning ordinances, which would allow food and beverage providers associated with marinas be allowed permanent status.

This would not only increase the public's ability to access and enjoy the waterfront of Portland, it would provide more employment for the service industry and broaden the tax base.

Specifically, the temporary food and beverage service at Fore Points is well run, and a very enjoyable location to enjoy a little of Portland Harbor.

What a nice draw for visitors to Portland either by land or sea, to be able to watch the ships and boats come and go from this special harbor, while enjoying a meal.

I am a business owner, employing 14, with many of them hailing from Portland, or the surrounding communities,

Thank you for your consideration and time.

Bruce White

Bruce White
Sea Tow Portland/Midcoast & Portland Sea Taxi
92 Cape Newagen Road
Southport Island, Maine 04576
[207-772-6724](tel:207-772-6724)
bkwhite@seatow.com
<https://www.seatow.com/local/portland/>

Fore Points Marina

0 views

 Assigned to meSubscribe ☐

Chelsea Roy <chelsearoy.me@gmail.com> Sep 18, 2021, 8:31:13 AM (2 days ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I support the zoning text amendment to allow food and beverage at the Marina.

-Chelsea Roy

Support for the Marina Bar at Fore Pts. Marina



Assigned to me

Subscribe



0 views

**Christopher Riccardo**<criccardo@visitportland...
to planning@portlandmaine.govSep 1, 2021, 1:02:30 PM (6 days
ago)

Hello,

It was recently brought to my attention that there is an opportunity arising for the rezoning of the Eastern Waterfront Port Zone that would allow the Fore Points Marina Bar to operate on a more consistent permanent manner.

In my opinion, as Visitor Services Manager at Visit Portland, that would be an asset to that portion of the waterfront and the city. With more and more development happening in the region it is drawing a growing number of traffic from visitors and locals alike. The food and beverage service would be welcomed in that location and it would offer one more option, if only for patrons, for bathrooms.

I lend my full support to this opportunity to rezone the area.

Please let me know if you have any questions or if I can elaborate on anything.

Regards,

Christopher Riccardo

Visitor Services Manager

Visit Portland

[207.772.5800](tel:207.772.5800)

14 Ocean Gateway Pier | Portland, Maine 04101

criccardo@visitportland.com-----
visitportland.com | [@visitportland](https://twitter.com/visitportland) | [#VisitPortlandME](https://facebook.com/VisitPortlandME)

Ciara Price <management@ciaraprice.co>

Sep 17, 2021, 1:43:35 PM (2 days ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar is a safe place and a wonderful environment. When you think of Portland, Maine you think coastal and Fore Points Marina is the real life vision. Actually experiencing the entrance of Casco Bay with local food and beverages is something that resonates not only to locals but to tourists who help drive and support our city. I hope you will be open minded and allow the city to grow.

Best,
Ciara

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Dannie Nichols <daniellefaye.n@gmail.com> Sep 17, 2021, 3:26:48 PM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina!

Fore Points has been a staple for me and my friends when we visit Portland. Our trips there just won't be the same without it. It's such a special space for locals and visitors.

Best,

Dannie Nichols

daniellefaye.n@gmail.com

910-352-0193

Deanna Povec <deannapovec@gmail.com>

Sep 20, 2021, 8:37:28 PM (11 hours ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar has been a place where we have enjoyed an after work drink in our beautiful backyard. We have made some life long friends here and would not be the same and provide these opportunities if you don't consider keeping food and beverage as part of this amazing space for all to enjoy.

Please consider.

Thank you,
Deanna

Drew Johnson <abjohnson.drew@gmail.com>

Sep 19, 2021, 7:00:09 AM (yesterday)

to planning@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

The Portland waterfront needs to maintain as many of these types of watercraft accessible restaurants/bars as possible. It is an invaluable asset to the city and Casco bay. It is what helps make Portland great!

It is also a great addition to the bike path.

Thank you for your consideration!

Drew Johnson
25 Gleckler Rd, Portland.

Fore Points Marina 0 views

Subscribe ☐

Gregory Thayer <gregorythayer@gmail.com>

11:17 AM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Portland has the unique identity of being a seafaring city with accessible views that no other city in America rivals. We are also known as a city that excels in food and beverage, and have a burgeoning food truck scene. I believe that by not allowing the marina bar to reopen next summer and subsequent summers, Portland is only hurting itself. My wife and I love to enjoy a place to have food and drink outdoors- a place where Maine as a whole excels. We love to gaze upon the boats and see the islands and open ocean beyond. It would be a shame to no longer have this option.

I believe that supporting the marina's zoning text amendment is a benefit to Portlanders, Mainers, and all who come to visit. For those sailing in and landing at the marine, what a wonderful and welcoming first impression.

Greg Thayer
Portland, ME

Fore Points Marina

0 views



Assigned to me

Subscribe ☐

Hoyt David Morgan <hoytmorgan@gmail.c...

Sep 17, 2021, 6:21:51 PM (2 days

ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning amendment to allow food and beverage at the Marina.

I believe the marina and development surrounding it has been / will be very positive for the city and food and beverage is an important piece of this.

Thank you for your consideration.

Sincerely,
Hoyt Morgan

Jack Cowie IV <jcowie@varneyagency.com>

Sep 17, 2021, 1:58:33 PM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

I've been living and doing business in greater Portland for a majority of my life. During that period the waterfront dynamic has changed considerably. One thing that has been consistent, however, are the barriers placed for motivated persons to contribute to positive change and I would hate to see that happen again with the Marina Bar. The Prentice Group is rooted in greater Portland and has a vested interest in the economic growth of the City while being devoted to expanding upon what makes it great. Whether it's the restaurants, new development, marinas, or a combination, we need to fan the flames of motivated, in state entrepreneurs while we can. Portland is going to continue to grow at a rapid pace, the Marina Bar and Food Truck obviously fill a void the city is desperate for and it would be incredibly frustrating to see such a success story be stifled by zoning headwinds. Please look upon this and future zoning amendments favorably, it's the best thing for Portland's economy, residents, and visitors.

Thank you,

Jack Cowie IV WCP

Sr. Risk Manager- Real Estate & Development

Fore points marina 0 views



Subscribe ☐



Jane Ellis <jmdellis@gmail.com>

Sep 18, 2021, 4:51:56 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Love this place !! Please support zoning text amendment to allow food and beverages. There should be an extra Reason to share this great place - and let everyone know it's great here! Food with drinks and friends !

Jane Ellis

ennifer.rice knottytide.com <jennifer.rice@knottytide.c... Sep 20, 2021, 2:39:46 PM (17 hours ago)
to Gregory Thayer, planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I'm also writing to support the marina's zoning text amendment to allow food and beverage at the fore points marina.

This is a wonderful, eclectic, and growing city. The marina bar offers yet another unique and compelling option for locals and tourists alike to enjoy the waterfront of Portland. I believe that Portland has a tremendous opportunity to stay historic, unique, quirky, and modern all at the same time. The merging of old-new and "something in between" is where Portland excels and I only see the marina bar as a shining example of that juncture. The space caters to all whom love the water and all whom seek a relaxed and inviting atmosphere. I see it not only as a "here and now" but as a staple for all to enjoy for years to come.

It would be a true shame for the community to lose this pop-up gem. We love it.

Thank you,

Jen

Jennifer Rice
Regulatory Affairs Consultant
P: (717) 891-7145
E: Jennifer.Rice@knottytide.com

Jessica Goodman <jlgoodman19@gmail.com>

Sep 17, 2021, 3:24:03 PM (2 days ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Good Afternoon,

I am writing to support Fore Points Marina's zoning text amendment to allow food and beverage at Fore Points Marina. It's been such a great resource to have during COVID - we still have time before winter sets in - it would be great to continue to have a safe outdoor space to visit with food and beverage. Thank you for your consideration!

Kind regards,

Jessica

Jessica Goodman, PhD
Portland Resident

jlgoodman19@gmail.com
585-820-9296

Joe Hezlep <joehez@yahoo.com>

8:06 AM (1 hour ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi,
I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

I have found that Four Points Marina has truly been a special place over the last two summers in Portland and really added a lot to the waterfront community. Do you ownership truly cares about Portland and its future and the staff have been amazing to both locals and tourists alike. Places like this are exactly what has led to the rise in Portland being a destination city for so many tourists.

Having local people invest in their local community is always the most ideal way for any city or town to grow. And I truly feel like Casey Prentice and his team want what's best for not only their company but also their community.

Thank you for your consideration in this matter.

Joe Hezlep

"You can't live a perfect day without doing something for someone who will never be able to repay you." ~ John Wooden

Sent from Yahoo Mail on Android

Julia Bergquist <bergquist.julia@gmail.com>

Sep 21, 2021, 12:58:17 PM (19 hours ago)

to planning@portlandmaine.gov

Good Afternoon,

I am writing to support the marina's zoning text amendment to allow food and drink at the marina. This was my favorite outdoor space in Portland this summer, and drew a lot of additional income to our city. Please do not prevent Portland natives from enjoying a new form of beautiful waterfront outdoor dining just as it is getting on its feet.

Thank you for your time,

Julia Bergquist

FORE POINTS MARINA

Assigned to ...

Subscribe ☐

0 views



Justin Bryand

<jbryand@hotmail.com>

Sep 18, 2021, 10:43:39 AM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to all food and beverage at the marina.

kane.kathleen1@gmail.com <kane.kathleen1@gmail.co... Sep 18, 2021, 9:48:11 AM (yesterday)
to planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

To whom it may concern,

I am writing to support the Marina's zoning amendment to allow food and beverages at the marina.

This has become such a special place to gather safely during the pandemic. We have been able to celebrate birthdays and engagements here while enjoying the beauty of the city we love and delicious food. The staff are warm and supportive of the community. Please consider the zoning amendment.

Thank you,
Kathleen



Katilyn Coburn <katilyncoburn@gmail.co...
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Sep 19, 2021, 10:28:31 AM (22 hours ago)

Hello,

I am writing to support the marinas zoning text amendment to allow food and beverage at the marina.

Thank you for your consideration!

Katilyn Coburn

Kayla Bubar <k.m.bubar@gmail.com>

Sep 18, 2021, 9:25:33 AM (yesterday)

to planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

My name is Kayla Bubar - I am a resident of Portland. I am writing today to support the marina's zoning text amendment to allow food and beverage at the marina. It's one of my favorite spots in Portland to grab a bite to eat and a drink. It's unique atmosphere with games, great food, and fantastic cocktails, brings me back every time. It would be a shame to make it difficult for more small businesses to succeed. We've had enough of that this year. Please save Fore Points Marina. We need to keep the heart of Portland alive.

Thank you for your time.

Kayla Bubar

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Kelley Burich <kelleyaburich@gmail.com> Sep 21, 2021, 5:27:25 PM (15 hours ago)

to planning@portlabdmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello, I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina. It's a great space that brings something unique to Portland that you can't find anywhere else in the area.

Thank you,

Kelley

Fore points marina 0 views



Kimberly Wallingford <kimberly.wallingford2010@gmail.com>
to planning@portlandmaine.gov, planningboard@portlandmaine.gov

To Whom It May Concern,

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina

Kimberly MacVane

Sent from my iPhone

Reply all

Reply to author

Forward

Kristin Kostka <kristinmkostka@gmail.com>

Sep 19, 2021, 9:42:00 PM (11 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To Whom It May Concern:

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

As a new member of the Portland community working at the Roux Institute, the Marina is an incredible asset to the community. I look forward to bringing my researchers and students to partake in many more beautiful evenings on the Marina. I fully support this amendment!

Best,

Kristin Kostka
Director of the OHDSI Center
The Roux Institute
Northeastern University

--

Kristin Kostka
p: [508-523-7554](tel:508-523-7554)

Fore Points Marina 0 views

 Assigned to meSubscribe **Laurel Ellis** <laurel.l.ellis@gmail.com>

Sep 18, 2021, 4:41:55 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello!

I am writing to support the Marina's zoning text amendment to allow food and beverage at the Marina. It is such a great spot to relax, everyone is always happy and safe there. I have been several times and truly believe it only brings positivity to the neighborhood. Hope they are able to stay open next season.

Thank you for your consideration!

Laurel
(Downtown Portland resident)

Fore Points Marina 0 views

 Assigned to meSubscribe 

Lily Hutchinson <lilyhutch95@gmail.com> Sep 18, 2021, 12:43:45 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Good afternoon,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. The marina is such a quiet and peaceful place as well as a lovely location to have food and beverages. The marina is a place for people to gather whether they are coming or going from Portland. Please allow this amendment. Thank you.

Very respectfully,
Lily Hutchinson

Fore Points Marina Bar

 Assigned to ...Subscribe 

0 views



Mina Moutzourogeorgos Miller <mmoutz@ao... Sep 18, 2021, 10:43:21

AM (yesterday)
to Planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar has been a wonderful source of enjoyment and entertainment for 2 years now to many people; young and old. The views are the best in the city & the Marina Bar has been enjoyed by so many- residents & tourists alike.

It is a great and popular draw because of it's location. The marina bar should be allowed to continue to operated there with food, beverages & even live music (as it was allowed to do last year).

It is a gem in the Portland landscape now and the Marina Bar should be allowed to operate there forever. It's was and remains a great idea with great views, drinks, food and live music should be allowed back - for ALL to enjoy.

Sincerely,
Mina Miller

Fore Points Marina 0 views

Assigned to me

Subscribe ☐



Nate Burbury <nateburbury@gmail.com>

Sep 19, 2021, 1:06:22 AM (yesterday)

to planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina

Noelle Chamberland <noelle.chamberland@gmail.com> Sep 18, 2021, 8:56:37 AM (2 days ago)
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Fore Points Marina has become a favorite gathering place for family and friends, and we would be so disappointed to lose the access to Evo X and the other tasty offerings in the area. Please don't take this away from us! We've really enjoyed the development of this under-utilized area of Portland and we hope for even further growth and development.

Thanks for listening!

Noelle Chamberland

Fore Points Marina 0 views

 Assigned to meSubscribe 

PAUL SZATKOWSKI <szatkowski@aol.com> Sep 18, 2021, 10:11:53 AM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. As property owner in the area and soon to be multiple property owner, I feel that the presence of the marina bar outdoor space has greatly added to that area of waterfront and was something that was sorely needed, as well as taking a lead in the redevelopment of that area. In this "new normal" outdoor venues such as Fore Points should be encouraged and supported, particularly those that add to the waterfront. Thank you.

Paul Szatkowski

Fore Points Marina 0 views

 Assigned to meSubscribe **Pete Vernon** <pfvern@gmail.com>

Sep 18, 2021, 2:18:52 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov

Good afternoon,

I am writing to support the Marina's zoning text amendment to allow food and drink sales at the Marina. The Marina Bar has been a great addition to the neighborhood for those of us who live in Munjoy Hill.

Especially at a time when we are still experiencing high levels of transmission of Covid, having a safe outdoor gathering spot like the Marina Bar has been a lifesaver. It would be a shame not to allow for the zoning amendment.

Thank you for your consideration,
Pete Vernon

Support for FPM proposed Zoning Text Amendment

1 view

Pierre de Rochefort

<pierre.derochefort@icloud.com>

Aug 10, 2021, 10:04:48 AM

to planning@portlandmaine.gov, Nina DeRochefort

Dear City of Portland, Planning and Urban Development Department;

We are writing to express support for the Portland Foreside Development Company's Zoning Text Amendment proposal related to the Eastern Waterfront Port Zone (EWPZ) and the Fore Points Marina (FPM) property located at 1 Marina Way. Despite the challenging 2020 COVID context, the FPM has been a significant addition to the EWPZ since it opened in 2019. Within the FPM, the availability of a food and beverage amenity has already proved extremely successful, providing an attractive water-front alternative while adding a compelling dimension in terms of increasing public access to and enjoyment of the water front. In voicing our support, we would suggest that the proposed Zoning Text Amendment is:

- Entirely in line with the City of Portland's Land Use Code allowing for restaurants and food service establishments in the EWPZ so long as they are directly associated with a marina facility and also open to the general public.
- Consistent with the City of Portland's Comprehensive Plan, Portland's Plan 2030 in terms of uses already conditionally allowed in the EWPZ, and ensures that these uses are directly associated with and in the immediate proximity of marina facilities.
- Complementary to and supportive of the City of Portland's Land Use Code that acknowledges that the growth of Portland's marine passenger industry requires supporting services and activities to provide an enjoyable travel experience. The Code states that "non-marine uses that complement the marine passenger industry, are compatible with existing and future-water dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged."
- Complementary to and supportive of higher priority uses by further attracting transient and seasonal boat activity to the site, intermixed with public usage and enjoyment. The mix of use (marina and food/beverage) at FPM, open and inviting to the public, allows for the wider community to enjoy a waterfront location.

Relating this to a wider context, we would also express support for the potentially transformative nature of the entire Portland Foreside project. The Portland Foreside Development Company's current vision is compelling — a mixed-use neighborhood with a focus on community in the best sense of the term, designing sustainably and cohesively to meet the vital historical significance of the area while promoting local residents and visitor's year-round enjoyment of Portland's waterfront through housing, office, lodging, dining, retail, events, and outdoor areas that will promote a sense of inclusiveness, community, and public gathering. In short, we believe the project will be a game-changer for Portland, providing a model for community-based urban planning (and living) for years to come.

Respectfully,

Pierre and Nina de Rochefort
503 Chandler's Wharf, Portland

Sam Basile <sam.basile@zoominfo.com>

7:46 AM (1 hour ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

If you want to add anything about why you support food and beverage at the Marina it never hurts!

Thank you so much and hope to see you this weekend for a final season beverage!!

Sam Basile

Manager, Strategic Customer Success

O: [617-826-2953](tel:617-826-2953)

E: sam.basile@zoominfo.com

275 Wyman St. Waltham, MA 02451

Fore Points Marina

0 views



Assigned to me

Subscribe ☐

Samantha Taube <samantha.taube@gmail.c... Sep 18, 2021, 10:09:47 AM (yesterday)
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Thank you.

--

Samantha Taube

Sarah Pritchard <smpritchard8@gmail.com>

Sep 19, 2021, 9:17:12 AM (24 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Thank you,

Sarah Pritchard

Four Points Marina 0 views

 Assigned to meSubscribe ☐**Sean** <smalone703@gmail.com>

Sep 18, 2021, 8:42:10 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I'm not sure why you would put a small company out of business due to recently established zoning changes. The very small operation there is probably easy to look over but the effect to patrons and staff shouldn't be. Please consider the community you support and strive to ensure the employees at four points marina dont needlessly lose their jobs. They deserve better.

A loyal patron

Sean

Stephanie Hill <hill.stephanielynn@gmail.com>

Sep 17, 2021, 2:59:55 PM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina's zoning to allow food and beverage at the marina.

It offers family friendly environment with a great view. The same can't be said for other establishments in the area that cater more to drunken debauchery.

Please consider allowing the marina bar to continue to operate. The summers and nice outdoor weather is limited on the waterfront and many of us would like to be able to get the most out of that time.

Thank you,
Stephanie

Stephanie Peer <speer207@gmail.com>

Sep 18, 2021, 8:48:14 AM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi there,

I'm writing to support the Marina's zoning text amendment to allow food and beverage at the marina. It is delicious, quiet, and such a treat!

Thank you,
Stephanie Peer
71 Deane Street, Portland

Fwd: Fore Points Marina

0 views



Assigned to me

Subscribe



Stephanie Woods <nearhos00@yahoo.co... Sep 19, 2021, 5:16:11 PM (16 hours ago)
to planningboard@portlandmaine.gov

Hello

> I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. This past two years the marina bar and EvoX food truck have been a welcome addition to Portland's food and bar scene providing a welcoming open space on the waterfront.

> Thank you

welmaurya@gmail.com <welmaurya@gmail.com>
to Planning Board, Planning@portlandmaine.gov

10:06 AM (5 hours ago)

Planning Board Members,

I am writing in support of the Portland Foreside & Fore Points Marina's application for a text amendment to allow for restaurant use.

I walk the Eastern Promenade trail almost every day and have often stopped in to enjoy the outside dining with a friend. The text amendment will allow permanent and increased public access to the waterfront. It really is unique in Portland and serves as a public amenity. The language proposed is measured and well thought out and with no real downside. In many aspects it reinforces the City's goals and Comp Plan.

I hope the Planning Board will vote in favor of this proposal.

Best regards,

Tim Wells

Fore Points Marina Bar

 Assigned to ...Subscribe ☐

0 views

**Miller, Travis** <travis.miller@ubs.com>

Sep 20, 2021, 1:30:55 PM (18 hours ago)

to Planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar has been a wonderful source of enjoyment and entertainment for 2 years now to many people; young and old. The views are the best in the city & the Marina Bar has been enjoyed by so many residents & tourists alike.

It is a great and popular draw because of its location. The marina bar should be allowed to continue to be operated there with food, beverages & even live music (as it could do last year).

It is a gem in the Portland landscape now and the Marina Bar should be allowed to operate there forever. It's was and remains a great idea with great views, drinks, food, and live music should be allowed back for ALL to enjoy.

Sincerely,

Travis Miller

Fore Points Marina 0 views

 Assigned to meSubscribe 

Will Silton <willsilton@gmail.com>

Sep 18, 2021, 1:01:40 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Fore Points is culturally intertwined with the East End (my neighborhood) and I love the fun vibe it has brought to an otherwise non-value added space for Portland residents.

Thank you for your consideration!

Will Silton

**Michael Hoover
40 Melbourne Street
Portland, ME 04101**

September 22, 2021

Brendan Mazar, Chair
City of Portland Planning Board
389 Congress St, 4th Floor
Portland, ME 04101

VIA EMAIL: planningboard@portlandmaine.gov

RE: 58 Fore Street Master Plan Amendment Proposal Workshop

Chair Mazar and Planning Board Members:

To be clear, the master development approvals granted by the City of Portland for the marina facility at 58 Fore Street consisted of with a single marina building of high-quality design and a public “waterfront walkway” extending for the entire width of the marina. The current development at the site exhibits absolutely no resemblance the approved design concept. In contrast, the area is now occupied by a “marina office” (of approximately the same footprint as the proposed permanent marina building), PLUS a series of pre-fab huts of no architectural distinction which are sited so as to block most views, a sprawling de facto restaurant/bar posing as a temporary event, and a temporary fence that blocks any remaining views to the water which are not already obstructed by the temporary structures.

The 58 Fore Street developer, and applicant for this proposed change to the master development plan and zoning uses, has abused the courtesy offered by the City of Portland to operate the facility in a temporary manner. This abuse must stop, immediately. The developer has had more than enough time to operate with temporary structures and that it should not be granted a 3-year extension to continue to avoid what it promised previously. The public access in the vicinity of the marina was to be one of the few benefits for citizens, and was consistent with the proposed development of water dependent uses in this zoning district. Instead, the developer, with the help of the City, has privatized the waterfront for its own financial gain with the development of a non-water dependent use (the seasonal restaurant), with no consideration paid to public interests.

The developer offers no reasonable explanation for this three year period of “temporary” occupancy. Blaming the pandemic as the reason for a request for the continued operation of the facility in a temporary manner is simply a continuation of this unacceptable behavior, and is not in any way a reasonable justification for this proposal.

In addition to the egregious abuse of existing development permits, the developer has not chosen to construct the temporary facilities in accordance with existing building codes. This is another example of this developed choosing not to comply with existing requirements. These actions, in combination with the use of “temporary” development activities, has resulted in a Consent Agreement with the City to

correct the noncompliant actions taken to date. We understand the "Consent Agreement" requires that all the temporary structures be removed by 11/8/21 but we were unable to locate a detail in the proposed Minor Site Plan amendment (or other documents) specifying where the structures will be placed after removal from the site. Is the City requiring that they be moved completely off the site of 58 Fore Street, or is the applicant proposing just to move them to a slightly different location on the property? They should not be allowed to remain between the Eastern Promenade Trail and the water. Since we could not find answers to these important elements of the approved activity, we ask that the City requires a specific removal plan for public review.

It is also extremely unfortunate that the City allowed the developer to evade the regulatory language by granting multiple consecutive 14-day "temporary events" permits to allow the establishment of the Fore Points Marina Bar. I support that the City is now prohibiting food or liquor service at the property after November 8, 2021 (other than a food truck) except for bona fide temporary events as defined by Code unless the developer is approved for a text amendment. Given the poor decisions taken by the developer to date, I am opposed to such a text amendment. The area immediately along the waterfront is so narrow in the vicinity of the Eastern Waterfront Port Zone that the entire area should be reserved for water-dependent uses. Non-water-dependent uses, like bars and restaurants should be located landward of this zone.

If, despite this, an amendment is approved to allow a bar/restaurant as accessory to a marina use, it should be restricted to being located within a permanent marina structure itself (not a temporary structure), and it should not allow an outside seating or stage presence. Requiring it to be housed in a permanent structure would create an incentive to get rid of the temporary hut-village. Moreover, light and sound carry over the water. Neighboring residential areas should not be subjected to the light and sound intrusion from the introduction of an incompatible new bar/restaurant use in this location.

I also want to bring to your attention the fact that I remain very concerned about the unauthorized filling and other extensive site work that is occurring on the property (and has been occurring for months) which appears to be outside of sections of the property which have obtained approved site plans. I do not believe it is appropriate to approve any amendment to the Master Development Plan whatsoever until this issue of apparently unauthorized site work has been resolved. I have not identified any documentation of the need for large areas of staging necessary for soil deposition, and it is clear that no real efforts to control erosion or runoff is being addressed in this area of the property. Additionally, it took multiple letters to city staff and the DEP this year to force the developer to remove 75 yards of unpermitted fill at the northern end of the site.

From my perspective, the developer is incorporating one more activity designed to take advantage of "temporary" activities which are altering the physical characteristics of the site outside approved plans, and which will conveniently benefit future land development activities at the property without the benefit of review or approval by the city and affected residents. It is my understanding that the only changes made to the entire property known as 58 Fore Street must be consistent with one or more approved site plans. As these site plans are being proposed in stages, there are large areas that have not been the subject of site plan approval. Yet extensive filling has occurred in the entire area east of an extension of St. Lawrence Street outside of the designated limit of disturbance on the approved site plan. I have not identified any site plan notes or approval language addressing the need for, and

approval of, staging disturbances which extend beyond approved limits of disturbance. Moreover, the filling that is occurring seems to be inconsistent with the approved Master Development Plan.

In closing, the long term rampant and egregious disregard for existing approvals for the development of the marina facility as well as for site development at the project should lead the Planning Board to require that the applicant simply commence to adhering to the existing approvals for the Master Plan and site plans at this development. In addition, no changes to the existing zoning language should be adopted. These changes are only requested to benefit the continued misuse of the current approvals by the developer. I ask for your support in requiring that the actions taken by the developer which are not consistent with existing approvals be denied, and that no future zoning language changes be enacted which will simply benefit these well documented, egregious activities in the future.

Regards,

/s/

Michael Hoover

Michael DeCandia <michael@mdcarchitects.com> Sep 22, 2021, 3:50:30 PM (17 hours ago)
to planningboard@portlandmaine.gov

I am a Portland resident and I really enjoy having access to food and beverages at the Four Points Marina. Please allow this to continue indefinitely. I support their application.

Michael DeCandia
305 Commercial Street

Cindy Warren <cindy_warren@live.com>

Sep 22, 2021, 4:13:21 PM (16 hours ago)

to publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov, planning@portlandmaine.gov, Cindy Warren

Hello –

I grew up in the Portland area. One of the things that truly amazes me is how well Portland has allowed the waterfront to be used and enjoyed by all. Allowing the continued use and availability of the Four Point Marina with access to beverages and food uses only contributes to the city's human scale and gives us spaces and use that people of all ages will enjoy.

I remember as a kid and young adult how inaccessible this area was.

To see and personally experience its transformation is magical.

At a time when many of us continue to feel like public access is becoming more and more restricted, having access to a place like this with a beautiful view, a place to feel a cool summer breeze, grab a bite to eat and enjoy the company of others is a gift.

This amendment places a jewel in the areas connecting the East Promenade to the Old Port and Munjoy Hill – places we all know and love. We need to maintain and grow these beautiful ties to the great outdoors and fun spaces. Fill in the blanks.

Maine and its communities have a rich history of giving people access to beaches (Crescent Beach; Scarborough Beach; Popham Beach; Ferry Beach) beautiful views (Two Lights; Portland Headlight) historic places (Admiral Perry's Home), public parks (Katahdin/Baxter State Park; Western and Eastern Promenades; Deering Oaks) and spaces and water access to both the ocean and fresh water. There are too many beautiful sites to mention here.

This amendment will continue to enhance the vibrant and unique nature of the city, its livability and allows it to continue to grow and mature in a way we can all enjoy! There's nothing like it for hundreds of miles!

I urge you to vote "YES" and approve this Four Point Marina Zoning Text Amendment.

Sincerely,

Cindy Warren

821 Barretts Mill Rd

Concord MA 01742

Ross Maniaci <rossmaniaci@gmail.com>

Sep 22, 2021, 4:31:32 PM (16 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi -

I'm writing to support the Marina's zoning text amendment to allow food & beverage at the Marina.

This is an amazing addition to the waterfront & the Portland Trail.

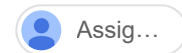
Thanks - Ross Maniaci

Ross Maniaci

rossmaniaci@gmail.com

Cell: [315-415-0285](tel:315-415-0285)

Fore Points Marina Zoning Text Amendment



Subscribe ☐

0 views



Johanna Young <johanna.w.young@gmail.... Sep 22, 2021, 4:54:04 PM (16 hours ago)
to planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov, planning@portlandmaine.gov

To whom it may concern,

As a city resident I would like to express my deep support of the Fore Points Marina Zoning Text Amendment.

The Marina Bar is a wonderful addition to the Portland waterfront and encompasses the working waterfront feel of the city that makes it so special.

There is nothing better in the summer months than enjoying time sitting by the water with friends and family. I brought out-of-state visitors to the Marina Bar as a ritual because of the excellent food, drinks and views of the harbour!

It's a shame that the city is not welcoming and celebrating a venue such as this in the first place. Let us reach out a hand to these businesses instead of making more roadblocks for them.

Best,
Johanna Young
Hawthorne St. Portland, ME

Sara Piwowarski <saraepiwowarski@gmail.com> Sep 22, 2021, 5:42:55 PM (15 hours ago)
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Best,
Sara

James Meagher <jmmps@maine.rr.com>
to planningboard@portlandmaine.gov

Sep 22, 2021, 7:56:19 PM (13 hours ago)

Planning Board Members,

As a member of the marine construction community, the facility at Four Points is well received by those who visit Portland by water.

Thanks,

James E. Meagher, Director
Underwater Mineral Processing Services
50 Market St. So. Portland, Maine 04106
[207-741-2955](tel:207-741-2955) phone
[207-799-3782](tel:207-799-3782) fax
jmmps@maine.rr.com
<http://www.mpsmaine.com>

thomas coleman harmon <motionhero@yahoo.com> Sep 22, 2021, 8:58:37 PM (12 hours ago)
to planning@portlandmaine.gov

Love this bar and food would be a welcomed addition. Please permit it as it's a stop for me when I come to Portland.

Marie Gardner <peatrisha85@me.com>

9:27 AM (22 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Sent from my iPhone

Mykaela Twitchell <mtwitchell19@gmail.com>

9:42 AM (8 minutes ago)

to planing@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

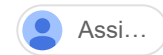
Hello—

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Thank you,

Mykaela Twitchell

Fore Points Marina - Support for food and beverage on the eastern waterfront



Subscribe ☐

0 views



Timothy Schneider <tstimmerworks@gmail.com>

11:09 AM (7 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

On behalf of my friends and family, please let this serve as support for continued and future food and beverage options at and around the Fore Points Marina, 58 Fore St. development and along the eastern waterfront.

Thank you in advance for your consideration of these great improvements and support for additional options for the eastern prom area residents and visitors alike.

Sincerely,
Timothy Schneider.

Fore Points Marina 0 views

 Assigned to meSubscribe 

daneel dafni <daneeldafni@yahoo.com>

8:21 AM (8 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. This spot is one of the only accessible places to enjoy a casual beverage and meal by the water. Please don't continue to take such wonderful places away from the public when we already don't have enough. It would be extremely defeating and disappointing.

Thank you for saving our scene,

Daneel Dafni

Ryan Young <rpyoung1@gmail.com>

Sep 23, 2021, 4:18:47 PM (16 hours ago)

to planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov, planning@portlandmaine.gov

I'm writing to support the Marina's zoning text amendment to allow food and beverage at the Marina. This is a wonderful and much needed small business in Portland. My wife and I started coming back into Portland more and more this summer and Fore Points Marina bar was the draw, no exaggeration. Please consider their ammendment and keep the business alive.

Thank you

Ryan and Breanna Young

P.O. Box 153
Raymond, Maine
04071
[207.441.7533](tel:207.441.7533)

Fore Points Marina 0 views

Assigned to meSubscribe 

Rachel Freid <rachel.freid75@gmail.com>

11:45 AM (15 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

On a personal note -

STOP MAKING DUMB RULES AND KEEP THIS PLACE OPEN. My goodness, I can't believe I have to write this email - what a waste of everyone's time and energy. Put your money and effort towards things that actually matter. Let people live and drink and eat!

Sincerely,
Portland Resident

Fore Points Marina 0 views

 Assigned to meSubscribe ☐**Sophie Samuels** <sophialsamuels@gmail.com>

11:56 AM (5 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. I feel that the bar and restaurant extend the usable space of the Eastern Prom and give life to an area that previously felt abandoned and somewhat unsafe.

Thank you,

Sophie Samuels
Resident of Portland's East End

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Ian Crowley <ian@greatharbordigital.com>

11:56 AM (5 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Fore Points Marina 0 views

 Assigned to meSubscribe 

Hannah Wolper <hannah.wolper@gmail.com>

12:42 PM (3 hours ago) .

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Cheers,
Hannah

--

Hannah Wolper ☆

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Hannah Mitchell <hannah.mitchell21@outlook.com>

1:34 PM (3 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Fore Points Marina 0 views

 Assigned to meSubscribe P
C
6
0

Corey Merrill <merrill.corey@gmail.com>

1:46 PM (2 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi - by way of introduction my name is Corey Merrill and I grew up in Portland, Maine and currently reside in Brooklyn, NY.

I travel to Portland to visit my family at least 6+ times per year and my favorite part about the city (very similar to what I love about living in New York City) - is the restaurant and bar scene. More so than ever before my friends in NYC are asking me for my favorite restaurants / bars to help them plan their long weekend getaways to Portland - so I've essentially created a running list of my favorite spots that I have shared 20+ times this year alone.

All that being said - **I am extremely saddened to hear that one of my favorite spots (the Fore Points Marina Bar) is at risk of closing due to the marina's zoning text amendments. PLEASE, let me know what I can do to help persuade you to avoid doing this - I've seen NYC grow over the 13 years I've lived here and can say that progressive places like what popped up on that Marina last summer are what gives cities like NY and Portland that "it" factor - and what will keep the money flowing.**

Thanks for reading my email and again - if there's anything else you need from me please don't hesitate to reach out.

Thanks,
Corey Merrill

Fore Points Marina

0 views



Assigned to me

Subscribe ☐**Hailee Flaherty** <HFLAHERTY@smhc.org>

2:41 PM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverages at the Marina. Fore Points Marina Bar has been such an amazing asset to Portland. Going to the marina bar had brought me into Portland countless of times, when normally I would have just stayed home. I have seen a ton of other of businesses that I never would have known existed if it wasn't for driving down to the marina bar, and I have brought business to those businesses because of it. Closing down the Fore Points marina bar would be a huge mistake.

Hailee Flaherty

Fore Points Marina 0 views

 Assigned to meSubscribe ☐**Frank Gruber** <frankgruber5@gmail.com>

2:58 PM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello Portland Maine Planning Board,

I'm writing to support the marina's zoning text amendment to allow food and beverage at the marina. What started as a temporary setup has brought value to the area and brings life to the water's edge. There are not too many places to eat or drink in the area so I would hate to see it go.

Thanks,
Frank

Fore Points Marina

0 views



Assigned to me

Subscribe ☐**Sarah Davidson** <sarahdavidson635@gmail.com>

3:14 PM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi!

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. We love Evo X and look forward to spending many more summers with them! Please don't take this away from us!

Thank you!
Sarah

--

Sarah Davidson

FORE POINTS MARINA

Assigned to ...

Subscribe ☐

0 views



Tom Fitzpatrick

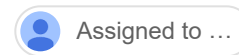
<tfitzy92@yahoo.com>

3:48 PM (19 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina’s zoning text amendment to allow food and beverage at the marina.

Fwd: Fore Points Marine



Subscribe ☐

0 views



J Glover <jglover1@maine.rr.com>
to planningboard@portlandmaine.gov

3:51 PM (17 minutes ago)

> I am writing to support the Marina 's zoning text amendment to allow food and beverage service at the Marina.
>
> Well run, excellent food, and a boost to Portland's economy.
>
> John S Glover

Fore Points Marina

Elizabeth Freeman

Sep 24, 2021, 4:20:30 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Elizabeth Freeman

Portland Maine Resident

Fore Points Marina

Rhonda Green

Sep 24, 2021, 4:31:22 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to SUPPORT the marina's zoning text amendment to allow food and beverage at the Marina.

The Fore Point bar was fully open to the public and embraced by the public- all ages. A fabulous spot that highlights the super energy and by the water location of Portland Maine.

Bravo

Rhonda Green

156 Sheridan St

Portland ME 04101

Fore Points Marina Bar

PC68

david bannon

Sep 24, 2021, 4:33:12 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov

Dear Sir/Madam,

As a resident of Turner Street on Munjoy Hill, I have really enjoyed the opportunity to stop in at the Fore Points Marina on my way to and from my home from downtown. The business and the location represents a perfect halfway point for visitors walking to & from Old Port and the Eastern Promenade.

As such, I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Sincerely

David Bannon

Fore Points Marina Zoning Text Amendment

PC69

Kristen Diver

Sep 24, 2021, 4:37:54 PM
to planning@portlandmaine.gov

To Whom it may Concern,

I would love to support the efforts of keeping food and beverage at the Fore Points Marina!

Thank you,
Kristen Diver

51 Moody St #2
Portland, ME 04101

Zoning Inquiry: 447 Riverside St

PC70

Maya Lorimer

Sep 24, 2021, 6:16:38 PM

to planning@portlandmaine.gov

Hello,

We're interested in potentially acquiring the property located at 447 Riverside St. Our uses would consist of self-storage, U-Haul truck and trailer share, and related retail sales. Are you able to confirm the zoning district of the property and whether or not the above-mentioned uses are permitted?

Thank you,

Maya Lorimer

Amerco Real Estate

2727 N. Central Ave., Suite 500

Phoenix, AZ 85004

[\(602\) 263 6555 Ext. 515302](tel:(602)2636555)

maya_lorimer@uhaul.com

Fore Points Marina

PC71

Tenni Luna

Sep 24, 2021, 6:40:56 PM

to planning@portlandmaine.gov

I'm writing to support the marina's zoning text amendment to allow food and beverage at the marina

The best painkillers in all of Maine are found at this marina. The views and sunsets are incredible, it's a pet-friendly establishment and it's something unique that the rest of Portland doesn't have.

As a longtime resident of Portland, please allow the marina to continue being a place where we can all enjoy those short summer days.

Winston really loves this place!

Sent from my iPhone



Fore Points Marina

PC72

Katie Kennedy

Sep 24, 2021, 7:07:01 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Our family (including young children) has thoroughly enjoyed this waterfront, outdoor dining space at Fore Points Marina. It's been hard the past couple of years with Covid to find outdoor dining that felt safe for children and this was one of our favorites.

Sincerely,
Katherine Kennedy
396 Brighton Ave
Portland, ME 04102

Fore Points Marina

PC73

Courtney Russell

Sep 25, 2021, 8:16:35 AM

to planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. Please let them stay!

Courtney

Fore Points Marine

PC74

Jeffrey Hargenrader

Sep 25, 2021, 8:28:39 AM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I'm writing to NOT SUPPORT the marinas zoning text amendment to allow food and drink at the Marina bar.

When Fore points showed up on the marina scene I had nothing but good feelings towards what they could provide for the community. After a couple seasons, they are a disaster, they care not about the city, people, and most importantly a wholesome atmosphere around boats. If you were to allow them To have food and drink I think it should be extremely expensive for the license. They are making some serious money down there, And they are not catering to Portland they are catering to massive yachts that we don't need here to begin with.

Thank-you,
Jeffrey Hargenrader

Fore Points Marina

PC75

Megan Cook

Sep 25, 2021, 11:59:28 AM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I'm a Munjoy Hill resident and frequently use the Eastern Prom trails for running and walking. I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Thanks for your time,
Megan

Four Points Marina

PC76

Larlee, Peter (ES)

9:20 AM

to planning@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. I moved to Portland in July 2021 and love the energy that the Old Port has to offer.

My wife and I have been supporting as many local businesses as possible that are in the city.

- I don't go to Lowes or Home Depot, I go to Maine Hardware.
- I try to go to use local markets like Micucci's when possible.
- I have also noticed my entertainment budget increase significantly, supporting many small business and their employees.

I do this to support the City I have now decided to call home, even though in my mind I know I am paying a slight premium to do so. We also entertain friends from neighboring towns as they all want to "see and be introduced" to new locations. If they have a good experience I am sure they are spreading the knowledge to more people to visit and commerce.

Four Points Marina is a great location to grab a coffee, some food, or a beverage. When asked by visitors to the city, I generally recommend Four Points as the Staff is friendly, responsive and the location shows the beauty of Casco Bay and the City.

I would love to see the location remain in business especially with the added development from Sun Life, WEX, and the new retail building being restored.

Thanks for your consideration

Peter Larlee

[781-443-5907](tel:781-443-5907) Mobile

peter.larlee@adp.com

ADVISOR // INFLUENCER

Fore Points Marina

PC77

Nick Vlahos

Sep 25, 2021, 12:33:17 AM

to planni...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina

Thanks,

Fore Points Marina

PC78

Joan Libby

Sep 27, 2021

to Plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. This place has been such a great addition to Portland. Perfect for boaters, families, children and dogs. A relaxed environment without dealing with the nonsense of those restaurants on the wharf.

Fore Points Marina

PC79

John Gillis

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

To whom it may concern,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Thank you,

John

Fore Points Marina

Carrie Nalad

Sep 27, 2021

to planni...@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. Marina Bar has been a place for locals and visitors alike to gather and enjoy the beautiful views of Casco Bay and great company. We look forward to the hospitality of those working at the Marina Bar, and it has become a go-to spot for all occasions.

Thank you for your consideration,
Carrie

Fore Points Marina

PC81

Alexandra Andrews

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Good afternoon,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. The marina bar has been such a wonderful addition to the area, especially having a beautiful outdoor space during this pandemic. It has helped to bring tourism back to the Old Port and it became a hot spot for locals to gather. It will be sorely missed this winter and needs to be able to return next spring.

Best regards,

--

Alexandra Andrews

alexandrews207@gmail.com

[\(207\)671-3211](tel:(207)671-3211)

Fore Points Marina

Jessica Eames

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello!

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

This is a one-of-a-kind establishment like no other in Portland and draws a consistent crowd throughout the summer. It would be a shame and mega loss to Portland to lose it.

Sincerely,
Jess Eames

--

Jessica Eames

jessicaeames89@gmail.com

Fore Points Marina

PC83

Eric Dodge

Sep 27, 2021
to planni...@portlandmaine.gov

Hi,

I'm writing to support the marina's zoning text amendment to allow food and beverage at the marina. It's such a unique space, and eliminating the ability to enjoy food and beverage there I think would be a massive loss for the city. Especially during the pandemic, I think we need all the outdoor dining opportunities we can get to help manage the spread of the virus.

I hope you'll consider! Thanks!

-Eric Dodge
396 Brighton Ave.
Portland, ME 04102

Fore Points Marina

PC84

Watters, Dianne

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I'm writing to support the zoning amendment to allow food and beverage at the Marina.

This has become a family and friends favorite for summertime visits. A great way to enjoy the East end trail, and stop in for a break to take in the view. We have few spots that allow dogs, so we love to stop in when we can.

Thank you for your support!

Dianne

Dianne Watters, PMP

Senior Product Marketing Manager
Tyler Technologies, Inc.

P: [800.772.2260](tel:800.772.2260) ext. 4140

www.tylertech.com

Four Points Marina

PC85

Aja Brill

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina. We really enjoy spending time here and would be sad if the food and beverage service was taken away.

Thanks,

Aja

Sent from my iPhone

Fore Points Marina

PC86

Julia Clark

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello, I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

I moved to Portland this past December to plant roots back east where I am from.

Fore points became a home base for me over the summer where i could meet folks who lived in my neighborhood and feel safe and social without being afraid or feeling uncomfortable. Through a hard time the Marina Bar was a place that I could look forward to going after long hard days at work and could always rely on a friendly staff, a great crowd of people of all ages and walks and excellent food and service.

It would be a detriment to our great community to no longer have this safe space to gather and enjoy time outdoors and on the water in true Maine style.

Thank you,

Julia

--

Julia Clark, PhD, MPH

Phone: 401-368-5558

Fore Points Marina

PC87

Travis McKenzie

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

It is such a fabulous place for families and is something I'd like to see come back in the future.

Thanks for your consideration,

Travis

Travis McKenzie
INNERVOICE Media Group
[617-230-6130](tel:617-230-6130)

Fore Points Marina

PC88

Heather York

Sep 27, 2021

to planni...@portlandmaine.gov, public...@portlandmaine.gov, plan...@portlandmaine.gov

Good evening,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. It is a positive addition to the Portland food and beverage community and has been a wonderful COVID-friendly option this year. I look forward to many more summers visiting the marina.

Thank you,
Heather York

Fore Points Marina

PC89

Suzanne Johnson

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

I am an employee of Sun Life and will soon be working there. Lots of us will enjoy having this as option and it's a great way to enjoy the scenery here of the Atlantic ocean.

Suzanne Johnson
Falmouth, ME

Thank you.

Fore Points Marina support

PC90

Tom Bander

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

I am writing to express strong support for the marina's zoning text amendment to allow food and beverage at the marina. My wife and I live nearby on Munjoy Hill and love the sense of community at the marina bar. We regularly walk there or meet with friends (and our dogs!) for food and cocktails. The outdoor setting is very special and also encourages patrons to walk through town, rather than drive. We also appreciate that they highlighted a local charity to support each week throughout the summer.

Thanks,

Tom

--

Tom Bander, MD
Director of Procedural Dermatology
Maine Medical Partners - Dermatology
[616-481-4191](tel:616-481-4191)

Fore Points Marina Bar

PC91

Christine

Sep 27, 2021

to plan...@portlandmaine.gov, public...@portlandmaine.gov, planni...@portlandmaine.gov

To the decision makers—

I am writing to support the Marina's zoning text amendment to allow food and beverage at the Marina.

I have been a longtime resident of the East End, and cannot imagine a future without Fore Points Marina Bar. Marina Bar has been a place for my friends and I (along with our pups and new babies) to come together and celebrate with food and drinks the many life changes that have happened to us. It is a warm, fun, accessible and beautiful space to gather and I truly hope you consider these messages and what it means to so many to have a place like Marina Bar to go to eat, drink and be merry!

Warmest Regards,
Christine and Zeek

Fore Points Marina

PC92

Martha Bleeker

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hi,

I'm writing to support the marina's zoning text ammendment to allow food and beverage at the marina. The FP Marina Bar is my all-time favorite spot in Portland to grab a drink with my wife and friends and enjoy the beauty of my favorite town. I love bringing visitors there to take in the spectacular views while enjoying a lobster roll and Allagash White. Please consider allowing them to reopen next year!! Thank you!!!

-Martha Bleeker

Fore Points Marina

PC93



Kristin Silvani

Sep 27, 2021,
to plan...@portlandmaine.gov, planni...@portlandmaine.gov

Hello,

I'm writing to support the marina's zoning text ammendment to allow food and beverage at the marina. The FP Marina Bar is my all-time favorite spot in Portland to grab a drink with my wife and friends and enjoy the beauty of my favorite town. I love bringing visitors there to take in the spectacular views while enjoying a lobster roll and Allagash White. Please consider allowing them to reopen next year!! Thank you!!!

-Kristin Silvani

Fore Points Marina

PC94

Gabe Balzano-Brookes

Sep 27, 2021

主



to planni...@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. I have really enjoyed gathering outside with friends and family at the Marina Bar and enjoying the beautiful views of Casco Bay, great drinks, delicious food, and great company. We look forward to the hospitality of those working at the Marina Bar.

Thank you for your consideration,
Gabe

Sent from my iPhone

Fore Points Marina

PC95

Kaylie Friel

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

To whom it may concern:

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

The Fore Points Marina bar has added new life to the waterfront in a tucked away spot. It's beautiful 'off the beaten path' location and wonderful atmosphere have been a bright spot for the city of Portland!

Thank you,

Kaylie Friel

Amy Oberlin

PC96

unread,

Sep 27, 2021,

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello all,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

I am a resident of Portland on Munjoy Hill and I am a huge fan and have been a frequent patron of the Fore Points Marina Bar and Evo X food truck, both this summer and last summer. The bar and food truck is a fantastic use of the waterfront space and is one of my favorite places to eat in the city. We take nearly every guest there to eat by the waterside, and as our neighbors discovered it over the summer they have had nothing but great things to say about it. None of us have boats but the food and drink makes the marina bar an essential meeting spot for us, where we have already celebrated multiple birthdays during its short existence.

In short: we love the marina bar! Please let her stay!

Thanks for your time,
Amy Oberlin

Amy Oberlin

6:54 AM (4 hours ago)

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

An addendum to my earlier message:

TO BE CLEAR I am actually extremely excited about the Foreside/58 Fore development plans, particularly the "historic core" market and the badly needed housing, and I do NOT think preserving the marina bar should take priority over this development going forward. I would simply like to eat fried fish and drink frozen margaritas at this lovely waterside spot until construction actually begins!

Thank you!
Amy Oberlin

9/28/2021 - PB Workshop on 58 Fore St Developer Abuse of Approved Permit

Karen Snyder

10:48 AM
to Planning Board

Dear Chair Mazer and Planning Board Members,

There has been great concern about 58 Fore St /Foreside developers refusal to follow what was approved in the Master Plan permit.

This developer instead of following what was approved has attempted to thwart it in various egregious ways. Examples are as follows:

Issue #1: Blocked Public Views from the Marina

It originally was approved to be a single marina building and a public waterfront view from public walk which was to be the entire length of marina frontage. Instead, there are multiple buildings and fencing including porta potties which block approximately 450 feet marina frontage of the public ocean views. However, the ENTIRE marina frontage length has been blocked with a fence or buildings by the developer which the City has allowed this waterfront frontage to be privatized. *See below photos taken as of this morning.*

Issue #2: Abuse of Temporary Event Permit:

The developer has also continues to be granted multiple consecutive 2 week temporary events to allow a marina bar at the site. This is abuse of what was approved for zoning. Temporary events were suppose to be for a few events that are temporary.. not a full time operating bar.

Issue #3: Abuse of Infill

The developer for at least the last year has been putting infill on the property. Per approved permit, they were allowed to be granted only one (1) 15- ton truck of infill deposited on approved permit. As shown in below photos, there is obviously more than one 15-ton truck load because the infill soil is higher that the grey facility building and runs the length of

approximately 500 feet towards east towards Portland House. The volume of this infill was not calculated but it obviously more than one 15-ton truckload. It appears this developer is attempting to build up the mid grade slope in order to build higher due to the fact the Planning Dept refuses to ensure in the zoning language and clarify building height calculations. Therefore, the developers know they can "trick" the system by building the soil height higher in order for the building height to be higher. ***See below evidence of photos taken as of this morning.***

In conclusion, it is obvious that this developer will not follow approved permits knowing that they will only get a slap on the wrist by the city as they overwhelm a portions of the the eastern waterfront, change the landscape, and block public water views in order to maximize their profit margin at the expense of the public.

How can the City, Planning Board, and residents trust anything this developer does when the developer obviously ignores what was permitted, takes advantage of every loop hole, and works around the system? This developer clearly disrespects the City Hall procedures and the residents of Portland.

Regards,
Karen Snyder
Munjoy Hill Resident

58 Fore St/Foreside Marina Frontage As of 9/28/2021





NOTE: An estimated 450 feet of marina frontage is blocked by multiple buildings and porta potties

58 Fore St/Foreside Infill Efforts As of 9/28/2021

Panoramic view facing North from public sidewalk from West to East of the infill by 58 Fore St



Note: The infill height is as high as the gray facility building which is the farthest eastern building on site.

As of 9/28/2021

West to East of the infill by 58 Fore St/Forside developer



Fore Points Marina

PC98

Elena Usova

10:44 AM

to planni...@portlandmaine.gov, plan...@portlandmaine.gov, public...@portlandmaine.gov

I'm writing to support the marina's zoning text amendment to allow food and beverage at the Marina. This summer it was a very special place for me and my friends. It would be wonderful if we could have them next summer again.

Thank you

Elena

Fore Point Marina

PC99

Art Timofejev

11:10 AM

to planni...@portlandmaine.gov, plan...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I'm writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

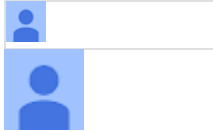
This summer it was a very special place for me and my friends. It would be wonderful if we could have them next summer again.

Thank you

Art.

Fore points marina

PC100



dani-...@yandex.ru
unread,
11:37 AM (1 hour ago)

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov
I'm writing to support the marina's zoning text amendment to allow food and beverage at the Marina.
Thank you

Dani

Fore Points Marina Bar

PC101

Daniel Tonini

<captaindan4u@gmail.com>

10:23 AM (2 hours ago)

to planning@portlandmaine.gov

I am writing to support the Marina Bar zoning text amendment to allow food and beverage at the marina. In a rapidly growing city, it is preposterous that objections to the harmonious nature of this type of business should not be allowed. The Marina Bar is a great example of a vibrant meeting place that gives landlocked people access to the waterfront, as well as the marina facility's member/customer base. The blend of tourism, business, yachting, and commercial activities, all benefit by the placement, soundness, and overall vibe of what Portland was, is, and should remain being.

Thanx for reviewing,
Captain Dan Tonini

Long Live Marina Bar

PC102

Veronica Willette

<veronica.willette@gmail.com>

Sep 27, 2021

to planning@portlandmaine.gov

Hello,

I'm a second generation Munjoy Hiller and have been so proud of Portland for finally having a no frills spot on the water at the foot of the hill to relax and hang out at after work. It's outdoor set up was perfect for playing it safe with COVID, too. Please let this low-key spot with character stay amongst all of the high-end development that has no character.

Many thanks,

Veronica Rollette

Fore Points Marina

PC103

Jennifer Flaxman

3:03 PM (6 minutes ago)

to planni...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. The Marina Bar is a gem on Portland's waterfront. Please keep it open for years to come!

Jennifer Flaxman

7 Atlantic St, Portland, ME 04101

From: Joe Lewis <joe@portcitylegal.com>

Date: Tue, Sep 28, 2021 at 6:38 PM

Subject: Thanks

To: David Silk <dsilk207@gmail.com>

For looking out for the public. As near as I can tell, the applicant has not been a good faith actor and is not a particularly good neighbor. The goal of maximizing visual and physical access should trump all considerations past the legitimate and focused treatment of the marina's security needs. That's it. After that, go upland or go home, eh? Anyway, thanks again for your service to the city. Hope all is well.

- Joe

Joe Lewis, Attorney
Port City Legal, LLC
10 Moulton Street, 4th Floor
Portland, Maine 04101
(207) 210-6559
www.portcitylegal.com

DISCLAIMER: This e-mail and any file or attachment transmitted with it, is only intended for the use of the person and/or entity to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the recipient of this message is not the intended recipient or otherwise responsible for delivering the message to the intended recipient, be notified that any disclosure, distribution or copying of this information is strictly prohibited. If you received this communication in error, destroy all copies of this message, attachments and/or files in your possession, custody or control and any other copies you may have created, and notify the sender at (207) 210-6559, or at the sender's e-mail address listed above.

I am a lawyer, but I am not your lawyer unless you have been in my office and signed a contract. Unless I am your lawyer, this communication is not intended as legal advice, and no attorney client relationship results. Please consult your own attorney for legal advice.

Fore Points Marina Food & Beverage



Liz Harrington

unread,

Sep 28, 2021, 5:38:28 PM

主



to plan...@portlandmaine.gov, planni...@portlandmaine.gov

Dear Portland Planning Board,

The Marina Food and Beverage venue is a great addition to the Eastern waterfront. It is a well designed, well run, low key spot to enjoy delicious food, music and refreshments as well as the spectacular water view that attracts so many to our area.

It was a welcome addition to an area of the waterfront lacking any other food and beverage options and we hope it becomes a permanent fixture. Residents and visitors alike have enjoyed many outings to this spot over the past few years and we would hate to see it close.

We fully support approval of the Fore Points Marina Zoning Text Amendment.

Thank you,

Elizabeth and Brian Harrington
236 Eastern Promenade, Unit 2
Portland, Maine 04101

Sent from my iPhone

Fore Points Marina Bar and waterfront food/beverage

PC106



Paula Mahony

Sep 28, 2021, 9:18:22 PM (19 hours ago)

主

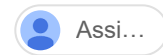


to plan...@portlandmaine.gov, public...@portlandmaine.gov, planni...@portlandmaine.gov

I'm writing in support of Fore Points Marina Zoning Text Amendment. Having food and beverage service along the Eastern path is a great value to those of us who walk and run along that area. Please amend the zoning to allow for continuation of these businesses.

Paula Mahony
Words@Work,Inc.
47 Portland Street, 3rd Fl.
Portland, ME 04101
[\(207\) 797-0147](tel:(207)797-0147)
Paula@wordsatwork.us

58 Fore Street, Portland - Project - Public Comment

Subscribe ☐

0 views

**Kelly Walker** <kellytwalker47@gmail.com>

Oct 1, 2021, 3:55:48 PM (2 days ago)

to planningboard@portlandmaine.gov

I have concerns about the amount of dirt/fill that is being "stored on site" at this project. It appears as though they are attempting to raise the lowest points at which they will start their calculations for building heights. It is important that we preserve our ocean views and sitelines and I want to be sure they are held to keeping the lowest grade where it was before they started the project and putting fill there. It is also important to consider this project's potential impact on the historic nature of Munjoy Hill now that the majority of the hill has been designated as an historic district. By raising the base grade, they will affect both the views of the historic homes and the views from the historic homes. The developer should not be permitted to raise the grade of the site to gain additional height that will adversely impact views of and from any home and especially all the historic homes on the hill which the historic district was created to protect.

All the best,

Kelly Walker**REALTOR® | eXp Realty, LLC****207-699-8340**kellytwalker47@gmail.com[Visit my website](#)Office | 533 Congress Street | Portland, ME 04101 | [\(888\) 439 - 8743](tel:8884398743)

kmci <kmcinern@gmail.com>

Oct 23, 2021, 2:15:17 PM (yesterday)

to planningboard@portlandmaine.gov

To: planningboard@portlandmaine.gov

re: Fore St. Marina (Fore Points Marina/58 Fore St) proposed amendments

I've been concerned with the way Fore Points Marina has repeatedly allowed service vehicles and coffee truck patrons to obstruct the trail, and in so doing to create dangerous conditions. If that sounds silly, imagine a baby stroller, unattended, a bicycle or two, also unattended, and people waiting for their order and thus focused on their devices while waiting, all of which is taking place in the trail lane closest to the coffee truck.

Then imagine a bicyclist moving into that lane to avoid pedestrians who is suddenly faced with the congestion in that lane. I've seen two close calls like that.

Attached is a photo I took Oct 10th - per usual, there is no Fore St. staff there to manage or control the truck. Whoever those people were, they climbed over the white fence using the ladder, and on the way out, one of them climbed the white fence. This type of thing is ripe for litigation in which the city would be named, should an accident occur (such as the man falling off the ladder).

Before allowing any amendments, I think it might be prudent to clarify with Fore St. that any member of the public whose business Fore St or any of its vendors want to serve must be directed onto Fore St property to conduct the transaction (in this case, with the coffee truck). Because Fore St benefits from the transactions, they must be accountable for directing patrons onto their property, to keep the trail safe and open.

Further, no service vehicle or personnel should drive or park or provide service from the trail. Fore St has a gate, and all Fore St business should be directed through that main gate. Are they prepared to have staff available for this, will they commit to that?

As to amendments, I may be misunderstanding the documents but it appears that three "crossings" are pictured: wouldn't 3 crossings present 3 opportunities for collisions and congestion? Why isn't one crossing enough (perhaps one pedestrian entrance where the main gate is)?

I care less about a restaurant per se than I do about questioning how foot traffic will be managed safely and without impacting the existing trail use by joggers, bicyclists and pedestrians.

Thank you, Kathy



THE PROJECT FOR PUBLIC SPACES. Founded almost 50 years ago, the Project for Public Spaces (PPS) has since 1975 completed projects in more than 3,500 communities in over 50 countries and all 50 U.S. states. It is the premier center for best practices, information, and resources on great place-making, especially along waterfronts. The PPS has studied more than 200 urban waterfronts around the world in cities on the ocean and along rivers and lakefronts. (at 740 Broadway, Suite 1101 New York, NY 10003 info@pps.org | 212.620.5660)

Some Great Waterfront Places Studied: Venice Beach, CA; San Antonio Riverwalk, TX; Peoples Park and Navy Pier, Chicago; Laguna Beach, CA; San Francisco's Fisherman's Wharf and Artillery Park; The Riverwalk, Chattanooga TN; Milwaukee WI; and internationally, Montreal, Canada; Porto, Portugal; Brighton Beach UK; Rio de Janeiro; Stockholm, Sweden; Oslo, Norway; Helsinki plaza & indoor market, Finland; Auckland, New Zealand; Brighton Beach, England; Rio de Janeiro; San Sebastian, Spain; Vancouver marketplace; Sydney, Australia, and Hamburg, Germany;

HOW TO TRANSFORM A WATERFRONT. For cities that envision their waterfronts as lively public spaces to attract people and keep them coming back, PPS has created a small set of guidelines to help make this happen, drawn from many years of experience working to improve urban waterfronts around the world. (For some illustrations, go to www.pps.org/article/turnwaterfrontaround.)

1. MAKE *PUBLIC* GOALS PRIMARY. The best efforts at waterfront re-development put public goals first, not short-term financial or commercial considerations.
2. CREATE A SHARED COMMUNITY VISION FOR THE WATERFRONT. Because a sound vision is adaptable and may be implemented gradually, it will become bolder as public enthusiasm for making change builds, and the transformation of the waterfront gains public support.
3. CREATE AND CONNECT MULTIPLE DESTINATIONS. Set a goal of great multiple destinations along the entire waterfront; and incorporate each destination into the shared vision. The key goal is continuity, especially for the pedestrian experience.
4. LIMIT RESIDENTIAL DEVELOPMENT. Great waterfronts are not dominated by residential development along the water. It is essential that the waterfront be directly accessible for people's use and activities, to the greatest extent possible.

5. DESIGN AND PROGRAM BUILDINGS TO ENGAGE THE PUBLIC SPACE. Any building along the waterfront should add to the activity of the public spaces around it. When successful, the result is an ideal combination of commercial and public uses.
6. SUPPORT MULTIPLE MODES OF TRANSPORTATION, AND LIMIT VEHICULAR ACCESS. The best waterfronts are for people. They are enhanced greatly when accessed by means other than private vehicles. Without cars and parking lots, people are more at ease and waterfront activity flourishes. (Commercial deliveries to local businesses are an important exception.)
7. INTEGRATE SEASONAL ACTIVITIES INTO EACH DESTINATION. Waterfront places are often known for their chilly winds and gray skies. Programming should take rainy-day and winter activities into account, and amenities should provide protection from the weather.
8. MANAGE, MANAGE, MANAGE. Ongoing management is essential to maintain waterfronts and sustain a diverse variety of attractive activities and events throughout the year.

AND WHAT MAKES FOR ANY GREAT, SUCCESSFUL PUBLIC SPACE?

(William H. Whyte, *The Social Life of Urban Spaces*, 1980)

- Street Access, for pedestrians
- People, for people-watching
- Sitting Places
- Sun and Trees
- Food and Water

kmci <kmcinern@gmail.com>
to planningboard@portlandmaine.gov

5:50 AM (2 hours ago)

If today's PPH article is accurate,

"The company was cited by city inspectors in March for failing to remove the structures.

It was cited again in April after inspectors found even more unpermitted buildings and equipment, including a shade structure, boat-waste and flush-water holding tanks, had been installed along with unpermitted electrical work and safety violations.

The city and Portland Foreside signed a consent agreement in May that noted the company had fixed or would fix many of the violations inspectors identified, and the city allowed it to keep getting catering permits for its bar and restaurant. It was fined \$11,100 – to be erased if the developer complies with all terms of the agreement.

In an email, the company said the Marina Bar was a way to keep employees of Evo Kitchen+Bar, owned by a member of its leadership team, employed during the COVID-19 pandemic. The bar was received well and developers said they met with the city in 2020 to find a way to make it permanent."

Then they have shown their true colors: The fine should NOT be "erased" - the violations were known, and they just went ahead and did it. Therefore they need to pay the fines, which are minimal given their budget. What justification can the city have for "erasing" the fines?! The Covid excuse is also very illuminating: owned by a member of the organization...give me a break.

Send them a message appropriate to their behavior: collect the fines, and put the restaurant and other things on hold pending their future behavior.

Lin Lisberger <lin.lisberger@gmail.com>

10:08 AM (6 hours ago)

to planningboard@portlandmaine.gov

To the Planning Board,

The folks at the 58 Fore Street development have been disingenuous at best. Their request to keep their temporary buildings and view preventing fence should not be allowed. The area is blocked off to the public, totally against requirements, and it looks tacky at best. In the meantime they are proposing a hair-raising amount of massive structures.

If you have had mostly letters of support, as reported in today's paper, then I am sure they solicited those letters from their friends and investors.

It is important that you demand that they follow the rules and please do not capitulate to their false claims.

Lin Lisberger
29 Waterville St.
Portland

Lin Lisberger
lin.lisberger@gmail.com
www.linlisberger.com
<https://www.youtube.com/watch?v=TgB3RioM9d0>
<http://trails.org/2020/08/14/the-art-of-walking/>

Denise Preisser <depreisser@hotmail.com>

10:12 AM (6 hours ago)

to Planningboard@portlandmaine.gov

Dear Planning Board,

The violations that were listed in the paper today in regards to the Fore Points Marina is a disgrace. I attended all the meetings back in the day with all the promises of a « World Class » marina wooing even those skeptical, and over the past few years I have seen nothing classy or promised about it. First a wooden fence installed just high enough to block views from the trail then the gray shack structures for showers and laundry- which I asked about to a worker walking one day- who said they were permitted. The marina bar has port a potties which stink.

Environmental pieces do not seem to be of any concern. Promises and designs of snake oil salesman to woo, but only Portlanders to be taken. The entrance from Fore leading to the waterfront for all was supposed to be this grandiose staircase and now it looks like this too has changed. Elected officials have too many times listened to Staff recommendations. I do not vote for Staff and do not agree with backdoor deals with them and developers. I urge you to vote NO on any temporary buildings on this site or elsewhere especially since permitting can not be enforced or followed through.

Many of the outdoor temporary spaces - besides Fore Point Marina are looking like slapped together safety hazards, storage sheds for furniture and heaters and definitely not ADA approved. Safety and environment and the law comes first.

Denise Preisser

JEAN MC MANAMY <ninimaine@aol.com>

10:31 AM (5 hours ago)

to planningboard@portlandmaine.gov

Please do not approve permanent approval for the expansion of the Marina along the Joe Gray trail to include bars, coffee shops etc which are open to the public, especially tourists, and clearly not a Marina and waterfront dependent enterprise.

This is a waterfront restaurant, most definitely exceeding the Marina facility in size and closer than 25 feet to the hard shore line. Bit by bit, the owners of this property have walled off pedestrians on the trail from the view and sounds and smell of the harbor and channel. The vinyl fence was followed by a coffee trailer, then additional structures in violation of city orders to remove them.

This has become a walled, gated and now roofed-in structure. The story of this place, the exclusivity of its climate and offerings, and the sad impact on the trail is the story of white privilege at work. The attitude of the Marine owners toward the public is evident in their hostile approaches and shoutouts to kayakers paddling near the marina on public waters, and to citizens sitting on the rocks near the razor wire fence they erected to keep undesirable members of the public out.

When this rezoning of the eastern waterfront to accommodate the property owners was underway, the threat of a gated development was raised by residents and opposed by city officials. The policy of open access, and the policy of protecting the trail that so many residents worked so hard for, was part of the approvals.

Please get that fence taken down and deny approval for what is clearly a permanent structure, whether it has a canvas roof, a vinyl wall, or a bunch of small outbuildings. Restore the peace and tranquility of this walkway, opened with so much fanfare. Giving approval to this means further expansions and construction, most likely with a larger footprint and increased height and noise.

Jean (Nini) McManamy
10 Willis St. Portland
Sent from my iPad

PC114

Karen Snyder <karsny@yahoo.com>

10:59 AM (5 hours ago)

to Planning Board, Christine Grimando, Planning and Urban Development, Kate Snyder, Belinda Ray

Dear Planning Board Members,

Please oppose all proposed 58 Fore St amendments for the following reasons.

It sets a precedence for future developers that they can get an approved MDP or approved building permit knowing they can change it in the future with no recourse. This also means this developer was being disingenuous at time of approved permit and lying about what they truly wanted to build which is privatizing as much of they can of the public views. This is classic bait and switch that developers are known for.

The Planning Department and Planning Board are suppose to be stewards of good development and ensuring that Portland's Comprehensive Plan and it's policies are enforced and long term residents of all socio-economic and demographics enjoy the public views all over Portland. This has clearly not been the case for the last 6 years.

By allowing this developer to get amendments or get waived of fines is classic established patriarchal systems that have shown that it never benefits long term residents but only the wealthy who don't reside in Portland but want to privatized as much as Portland as possible for their profit as Portland fades away.

Regarding the lack of enforcement by the City and the paltry fine that this developer is wanting to be waived. My question to the Planning Board and City is why are there even approved building permits if they are never enforced or adhered to?

The Planning Board needs to put it's foot down and also enforce the original intent of this water frontage which was the public were to continue to have mostly water views. Please have them remove most of the fencing types, porta potties, the assortment of miscellaneous buildings and structures that crept in over the last 2 years to create basically a gated development community.

The City of Portland Planning, Zoning Enforcement and Planning Board need to be better stewards of Portland and need to stop the "business as usual" attitude because this never never helps residents and removes what made Portland special.

Regards,
Karen Snyder
Munjoy Hill Resident

1:24 PM (2 hours ago)

David LaCasse <loafinit@gmail.com>

to Planning Board, Christine Grimando, Planning and Urban Development, Belinda Ray, Kate Snyder

Dear Planning Board Members

Pease oppose all of the proposed 58 Fore St amendments for the following reasons:

1. Evo says they broke the zoning laws to provide employment to their employees during Covid. Most of us with businesses received PPP loans to support the continued employment of our employees. I would assume Evo did the same and should not now be rewarded for breaking the law.
2. The Sheds are an eyesore to all walking along the public right of way. For years the marina provided bathrooms, laundry and office space on the other side of the public right of way. Why is that not now possible. Are we seriously going to have to look at these sheds for another 10 years!
3. We were told that the fence was installed for the protection of the public while construction of the marina was in progress. Now we are told the fence is for the protection of the public from a dangerous and unstable embankment. However, it seems that this dangerous and unstable embankment is ok for the private users of the marina. This is an absurd argument since it seems to be safe enough for them to have Adirondack chairs, a grill and bar and other marina amenities next to this dangerous and unstable embankment. If it is dangerous then area should be shut down. The entire purpose of a fence that is too high to see over is to prevent the public from looking into the private marina. The fence is TOO HIGH and UNNECESSARY and should be REMOVED!
4. Let's not reward this total disregard of the public's use of the Eastern Prom right of way by letting them keep all of the unsightly sheds and fence for another 10 years.

Thank you.

David

David LaCasse

207 831 1980

loafinit@gmail.com

Pandora LaCasse <pandoralacasse@gmail.com>

1:36 PM (2 hours ago)

to Christine Grimando, planningboard@portlandmaine.gov, Kate Snyder, Belinda S. Ray, planning@portlandmaine.gov

Dear Planning Board Members,

I have been concerned about the visual impact the fencing and small structures on along a major public viewpoint of the bay at Fore Point Marina for a while as you can see from my e-mails below to Christine Grimando. These sheds continue to accumulate along the public walkway at the marina along with the high walled fencing that completely blocks the viewing. Since the company has been able to find the funds to keep building on the land side they should also complete the plans for a public accessible waterfront along the public trail per the approved drawings. This should be the priority at this point in their development since it impacts dramatically the Eastern Promenade right of way. These temporary structures and fencing privatizes the viewing corridor to the bay. This section along the Eastern Promenade trail is very dynamic with boat traffic coming and going. The visual barrier of the fencing combined with the backs of small sheds should not be allowed to stay another ten years. I can understand putting a temporary fence when construction is going on but this type of fence is designed to block people from seeing in and through and there is no construction going on. Also if the property could be dangerous at certain points wouldn't the people getting off boats, sitting in adirondack chairs and barbecuing near the shore line be in danger also?

Regards
Pandora

Pandora LaCasse Studio
219 Anderson Street #5
Portland, Maine 04101
[207-232-1686](tel:207-232-1686)

Wayne Valzania <Wayne@redhookdesignalliance.com>

2:39 PM (1 hour ago)

to planningboard@portlandmaine.gov, Kate Snyder, bsr@portlandmaine.gov

Members of the Portland Planning Board, Mayor Snyder, Councilor Ray,

I am writing to request full disclosure by the Developer of 58 Fore Street in a public forum that would include the following:

- A precise project plan and timeline for the development.
- Disclosure of project financing including the need for TIFFs required to successfully complete the project.
- Renderings of the completed project, that if approved would be held as a legally binding promise made to the City of Portland and its residents as to the scope of the project.
- A revised impact study on the shoreline.
- A revised traffic impact study that includes Fore Street and the Eastern Prom thoroughfare as it would affect Munjoy Hill residents and small businesses in the Fore Street that rely on access and public parking.
- A review of the aesthetics of the small huts that are now in place and a plan to remediate and comply with city codes for small accessory structures.
- A detailed proposal with renderings for barriers, fencing previously erected and to be erected, and allowances for public access to the waterfront as impacted by the 58 Fore Street development.
- An explanation as to how and why this development has been allowed to avoid oversight and sanctions for numerous violations of city development and building codes.

The list could go on, but the point being made is that rogue development should be subject to public scrutiny and comment, and regulated to the same standards as other projects regulated by the City of Portland.

Thank you for your time and consideration,

Wayne Valzania

Munjoy Hill Resident

Bethany Waickman <rae_rae_racer@hotmail.com>

3:36 PM (19 minutes ago)

to planningboard@portlandmaine.gov

We just thought the new Foreside Marina was an eyesore, annoying, loud, and just another money pit eating up Portland's natural waterfront. But turns out it was actually ILLEGAL too and no one is doing boo about it?! Shame on you.

Clean it up, charge them, and go back to the drawing board. Do your job. Stop making loop holes for rich people taking over this city.

~bethany

PC119

Winston Lumpkins <winston.lumpkins@gmail.com>

3:17 PM (1 hour ago)

to planning@portlandmaine.gov

Good afternoon members of the planning board.

I would like to submit public comments about the proposed amendments to Portland Foreside Development Company's plan.

You must not pass this amendment.

No one should be able to operate an illegal bar for a year and not face consequences, esp. not a developer who's trying to earn the trust of the community, in such a glaringly public place.

**They must pay that 11,000 dollar fine & remove the illegal structures immediately.
If they won't do it, the city needs to. We have police and dumptrucks.**

If there was a homeless encampment there, and they built sheds and started selling liquor and food- would we let that go on for a year?

Can I run down to home depot and pick up a garden shed and start selling booze somewhere along the eastern prom trail? Will I be allowed to continue for a year? I bet I could make a pretty penny- probably make up for an 11,000 dollar fine.

Ridiculous and shameful that it was allowed to continue for this long.

Show some backbone and don't let them get away with this ridiculous nonsense.

Thanks for all the work you do for the city of Portland Maine,

~Winston

~Winston W. Lumpkins IV
72 Waterville Street,
Apt 1
Portland, Maine,
04101
[207-408-1508](tel:2074081508)

Fore Points violations

josh hale

Oct 26, 2021, 4:11:56 PM

to planni...@portlandmaine.gov

Good afternoon,

I would like to add another Portland citizen's voice against allowing Fore Points marina and their bar to keep operating on the Eastern Promenade trail. They have acted in flagrant violation of city ordinance, all while making enormous profits off what should be a shared city resource.

They have been a bad neighbor and actor since they moved in, and the continued placement of illegal fences and buildings should absolutely not be allowed. The paltry fines levied by the city have not been a deterrent, and clearly have been just written into Fore Point's operating costs.

--

Respectfully,

Joshua Hale

p: [207.415.0890](tel:207.415.0890)

e: josh7hale@gmail.com

Chabad Lubavitch of Maine

Jeff D. Emerson

7:27 AM (3 hours ago)
to planni...@portlandmaine.gov

The Planning Board last night heard testimony by supporters of Chabad Lubavitch of Maine, none of whom live in the Chabad neighborhood, and neighbors of Chabad. The neighbors of Chabad uniformly were in opposition to approval of the “after the fact” conditional use permit. That should tell the Planning Board something. While the Planning Board has a legal responsibility to conform to the laws and regulations of the City of Portland, it also has a fiduciary responsibility to the people of Portland. Chabad does not conform to the ordinances of the City (per Anne Torregrossa's August 4, 2020 letter) and it has been a bad neighbor. Despite what Mr. Tinkle, counsel to Chabad, told the Planning Board, Chabad has expanded in size, scope of services, traffic impact and especially noise since it was built on Pomeroy Street. One Redlon Park Road neighbor recently moved out of the City of Portland because of the noise from Chabad.

The neighbors on Redlon Park Road, in addition to the other Chabad neighbors who spoke last night, urge you to reject the conditional use permit application.

Jeff D. Emerson

President

NorthEnd Group LLC

18 Redlon Park Road

Portland, ME 04102

Tel: [\(240\) 752-7143](tel:(240)752-7143)

Efax: [\(207\) 221-1159](tel:(207)221-1159)

Confidentiality Notice: This e-mail transmission may contain confidential or legally privileged information that is intended only for the individual or entity named in the e-mail address. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance on the contents of this e-mail is strictly prohibited. If you have received this e-mail transmission in error, please notify the sender so that we can arrange for its proper delivery. Then please delete this e-mail from your computer. Thank you.

written comment for 10/26/21 meeting on 58 Fore St. MDA Plan Amendment

Joanna Sturiano

Oct 26, 2021, 4:17:50 PM
to planni...@portlandmaine.gov

Dear Portland Planning Board,

I write to urge you to oppose all proposed amendments to the MDA Plan set forth by the Portland Foreside Development Co. I am a concerned resident of Munjoy Hill who has experienced negative effects of the 58 Fore St. project development over multiple years, and I am very dismayed that the city and its planning board has seen fit to do little more than give a slap on the wrist of this major developer in the form of citations and paltry fines, setting a pernicious precedent for future developers to attempt to follow in instituting plans of their own devising, against the considered consensus of Portland residents.

It would be entirely unethical and nonsensical for a civic body which is entrusted by the city of Portland's voters to serve as a steward of our interests in accordance with the Portland Comprehensive Plan, to issue the proposed post facto amendments to the Portland Foreside Development Co.

Why should we permit this development company to even continue pursuing *any* of their proposed development as set forth in their 2016 MDA, if they have shown they willfully ignored that plan and knowingly skirted zoning laws (such as by stringing together 'catering' licenses for what has obviously been a permanently installed food truck setup, the EVOX truck) to conduct such extra business as sales of food and liquor, and to occupy additional public lands with constructed sheds and human waste containment facilities (!)?

It certainly must have been convenient for Fore Points Marina to have had this illegally operated bar/food establishment and waste containment facility in order to advertise such existing amenities to its lucrative potential marina slip holders for the 2020 and 2021 boating seasons, but where is the recourse for Portland residents, whose ability to peacefully and safely utilize the Eastern Promenade Trail has been compromised by these facilities? Have these waste containment facilities been vetted with any kind of environmental assessment? What kind of plan is in place should there be flooding at the site, if a breach of the containment facilities could potentially pollute Portland groundwater, land, and coastal environments? Portland residents deserve the chance to have our rights to clean water and access to green space and to safe surroundings in our city be defended by our city representatives and planning board. Please defend us from the non-resident business interests of investors in the Portland Foreside

Development Co. whose concerns lie in their profit, and not in the actual legal and rule-abiding execution of their MDA in our city's waterfront neighborhood.

The final straw, the most egregious thing for me as an employee in a "front line" job serving food in the city of Portland throughout the pandemic, was to hear the sickeningly disingenuous defense offered up by the Portland Foreside Development Co., that having their marina bar at Fore Points Marina stay open was an attempt to keep its employees employed during the pandemic -- as referenced in [this article from today's Portland Press Herald](#). Using low-wage employees as their shield in defense against entirely reasonable questioning of their executive wrongdoing is unconscionable, and an insult to the entire Portland community.

It is now, in this pandemic moment, when the city's monitoring of (the existence of) gatherings in public, including at eating and drinking establishments and in spaces such as clubs like the Fore Points Marina, is more crucial to the city's safety than ever before. Shame on the Portland Foreside Development Co. and its associated business owners for putting the (profits derived from the) smooth operation of their businesses ahead of the democratically established will of our community, the safe operation and maintenance of our neighborhood, and the livelihoods of their own employees. I am counting on the Planning Board to stand firm in its handling of the breach of contract of the Portland Foreside Development Company. Demand that any illegally erected structures be demolished. Stand up for what Portlanders have agreed is *OUR* vision for the future of our city and its land.

Sincerely,
Joanna Sturiano

Last night's Planning Board workshop

<deborahnapi@gmail.com>

3:21 PM

to planning@portlandmaine.gov

To: Planning Board Members:

I just want to thank David Silk for being the only Board Member to speak out in last night's workshop with the Portland Foreside Developers against the atrocities that this company has committed. It would have been nice to hear the other board members speak more in support of the city building codes, permits and laws and say more about enforcing the city codes and required permits. Operating with expired permits does not cut it.

I built a private home for myself 3 years ago. I could barely breathe without the permitting department stopping us for this or for that, denying design decisions, delaying our construction, putting up barriers and making us jump through hoops, all of which caused costly construction delays while building my single-family home.

Why does it seem that the residents of Portland have to abide by a separate set of rules and codes while large developers get to break the rules with very little but a slap on the hand and then a wink and a nod to keep moving the project forward without rectifying the situation? This does not bode well for the City of Portland and rightfully makes citizens angry.

Sincerely,
Deborah Napier
Portland, ME

Eric Dupere <eric@ipaymentfla.com>
to planningboard@portlandmaine.gov

Oct 27, 2021, 12:40:16 PM (20 hours ago)

As a taxpayer in Portland, I was very disappointed to hear how Portland Foreside has been able to get away with a number of violations along the waterfront path with their popup restaurant. If Joe Taxpayer had \$11,000+ in fines I'm sure he/she would have to pay them, remedy the situation or be shut down. This double standard that seems to exist with local businesses versus out of state developers is very unfair. These people should be held to the exact same standards as everyone else. Stop making allowances for them please!

Eric Dupere

65 Riggs St

Portland Co.'s Waterfront zoning changes

Subscribe ☐

0 views



Jenny Scheu <jpscheu@zwi.net>

Oct 29, 2021, 7:26:44 AM (3 days ago)

to planning@portlandmaine.gov

Portland Co. developers have violated Zoning by allowing fences, structures , marina food businesses . Please do not reward these violations by granting changes to zoning for this area of their site.

As a Waterville Street homeowner, I walk along that path often. While I have supported many of the development proposals for the Portland Co. site, I am dismayed by the fences and the many small ugly private structures which have been built there over the past few years.

I am not opposed to occasional food truck access the the waterfront path for special events and holidays. But please require Portland Foreside Development Co. to remove all of these marina support structures, utilities, fences, and restaurants so that the waterfront walk will have the promised access to and views of the harbor.

Thank you.

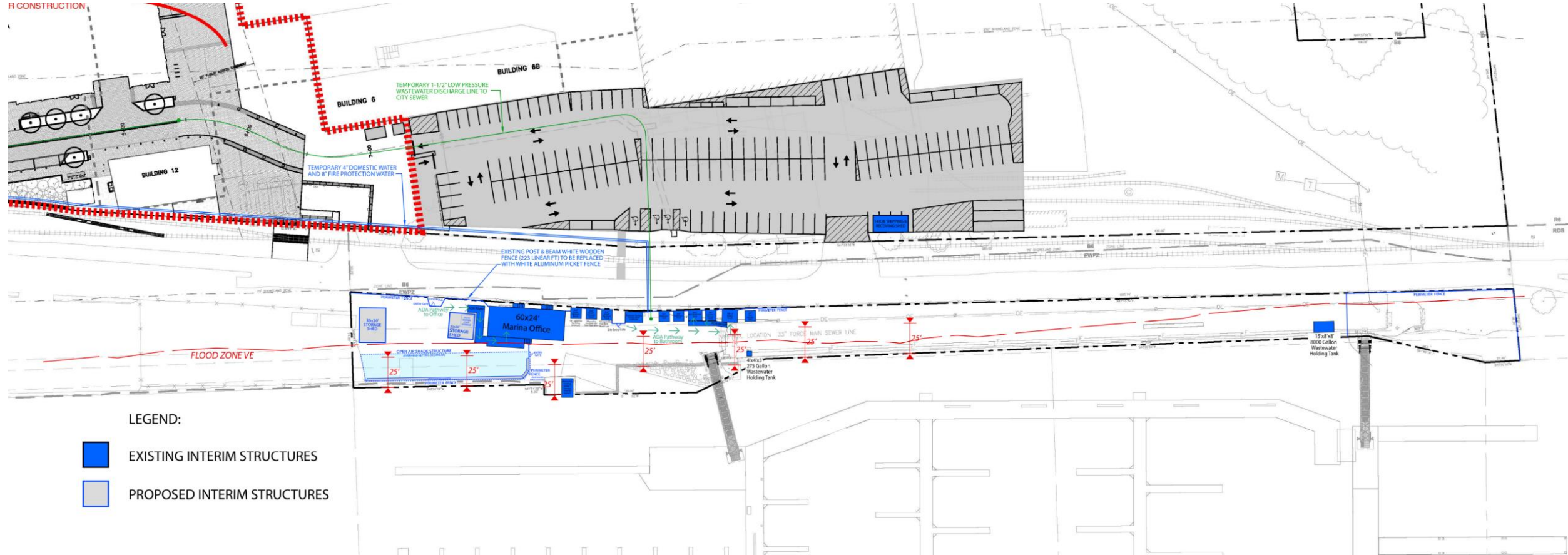
Jenny Scheu

29 Waterville Street, #3

Portland ME 04101

CONSTRUCTION

November 17, 2021



Interim Master Development Plan | October 2021

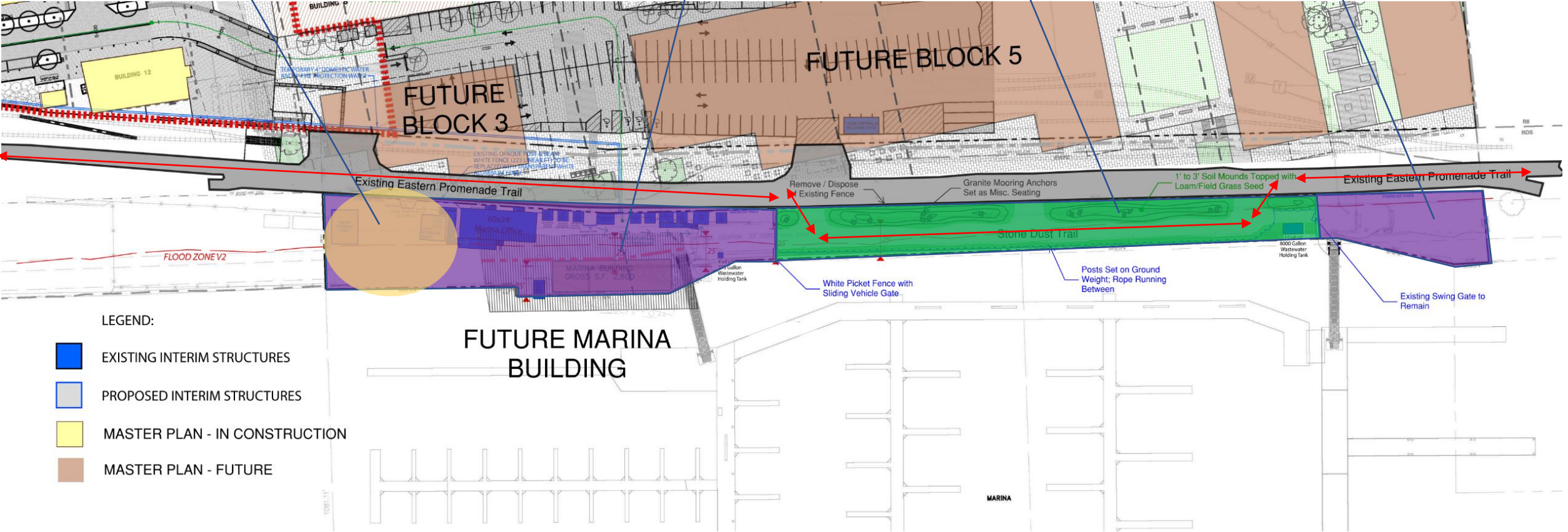
Publicly Accessible Areas, Private Areas & Circulation Routes

If Zoning Text Amendment approved and other approvals received, food and beverage area open to the public

Marina Guest Area

Publicly Accessible

Marina Guest Area



Red arrows over the publicly accessible area identifies the public circulation route.



Photo Documentation | Area 1, City of Portland Property
October 2021





Photo Documentation | Area 3, City of Portland Property
October 2021



Photo Documentation | Area 4, City of Portland Property
October 2021



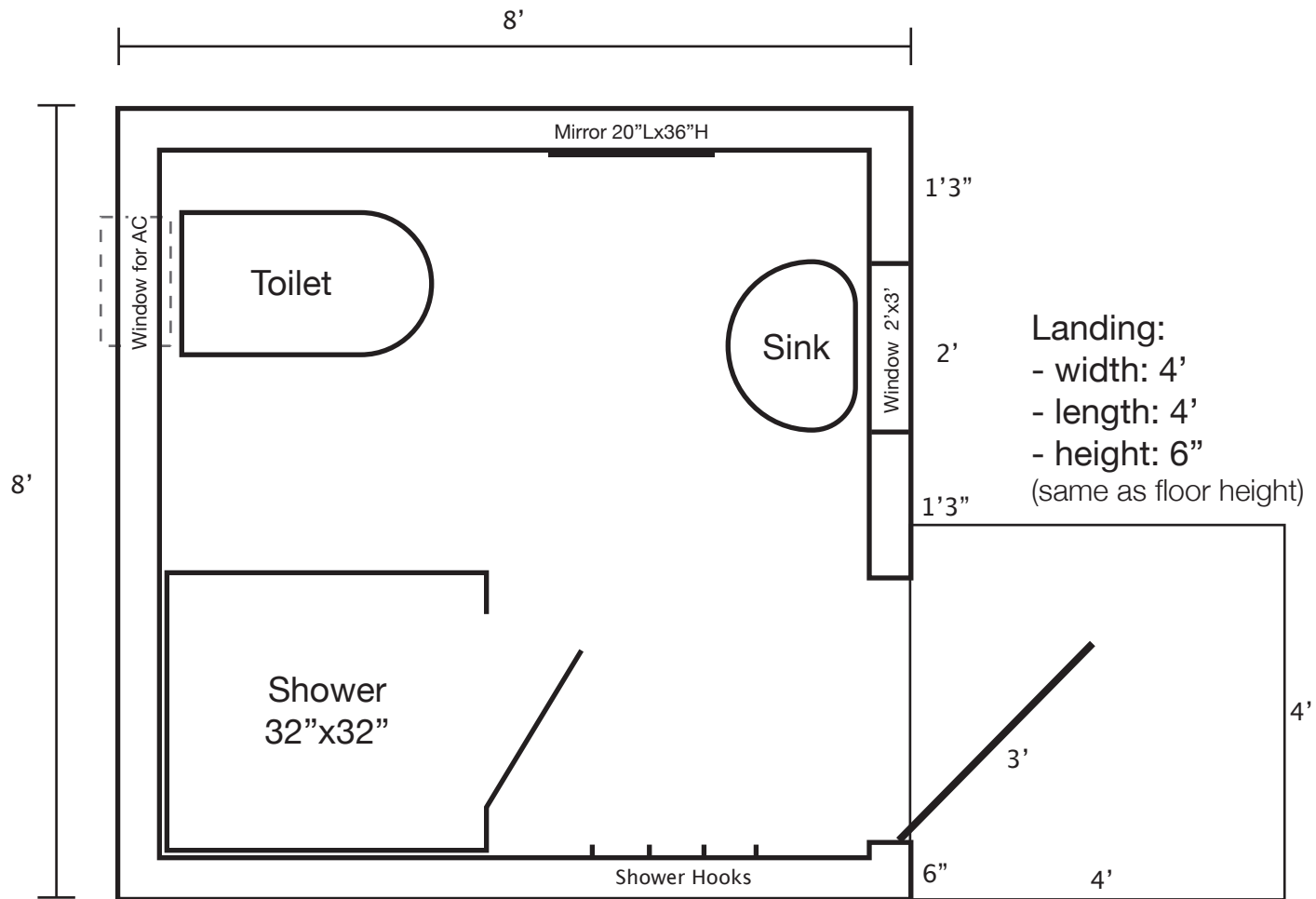
Photo Documentation | Area 5, Fore Points Marina Property
October 2021





Fore Points Marina Temporary Bathroom (2 units)

FLOOR PLAN



*Sheds core and shell pre-fabricated off site. Sheds will be plumbed and wired on site.



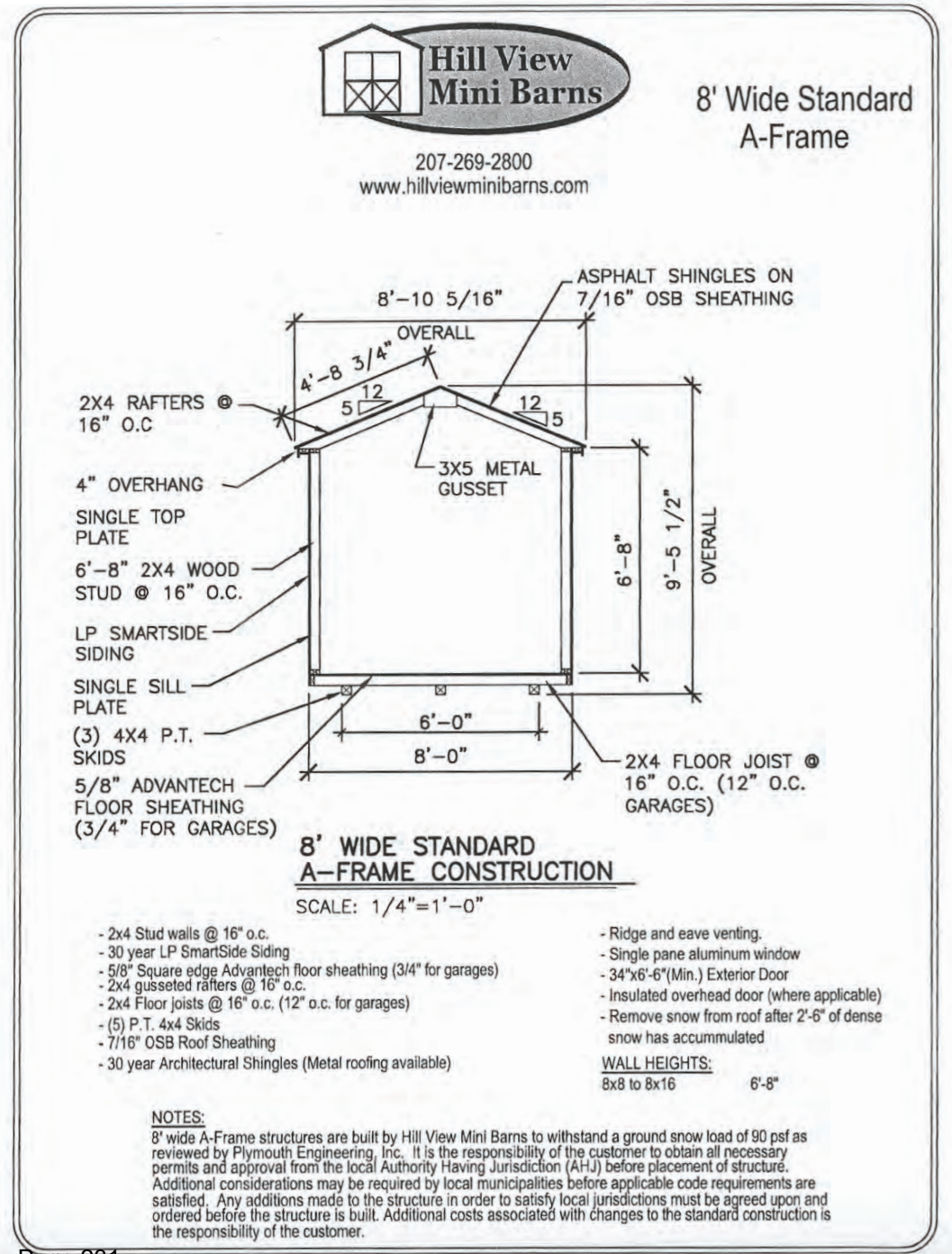
Fore Points Marina Temporary Bathroom (2 units)

SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)

8x8 A-Frame

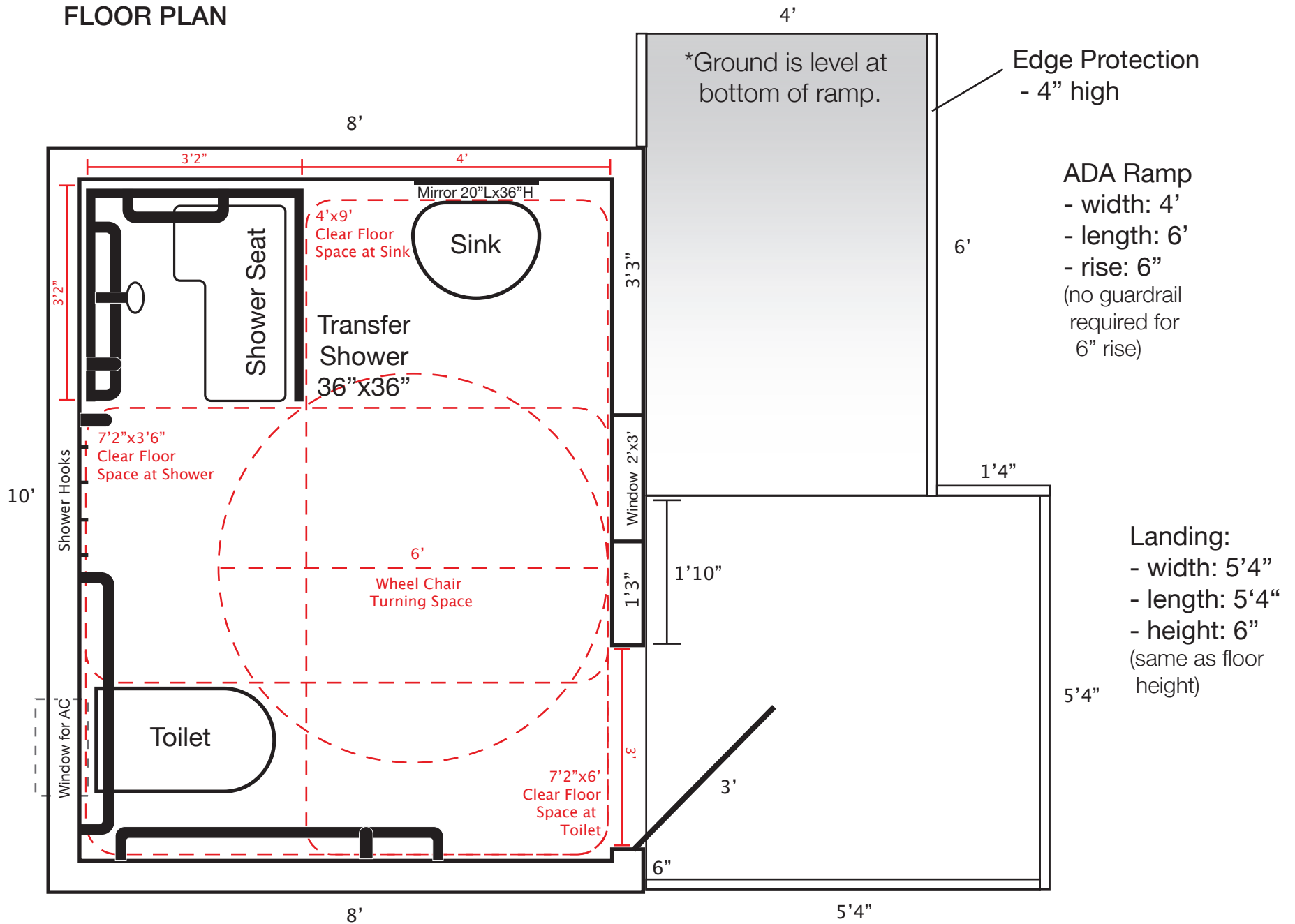
- ~ 80" high walls - 2x4 studs 16" O.C.
- ~ 3 Pressure Treated 4x4 skids
- ~ Snow load rating of 90 P.S.F.
- ~ Lifetime Architectural or Metal Roof
- ~ TechShield roof sheathing
- ~ 30 year LP SmartSide Siding
- ~ 50 year Advantech Floor
- ~ LP SmartSiding
- ~ Fiberglass pre-hung entrance door solid 6 pnl. out swing (R.O. 38.5"x81.75") Left Hinged
- ~ 24"x36" Vertical sliding aluminum window w/grids - White





Fore Points Marina Temporary Bathroom / ADA Model (1 unit)

FLOOR PLAN



*Sheds core and shell pre-fabricated off site. Sheds will be plumbed and wired on site.



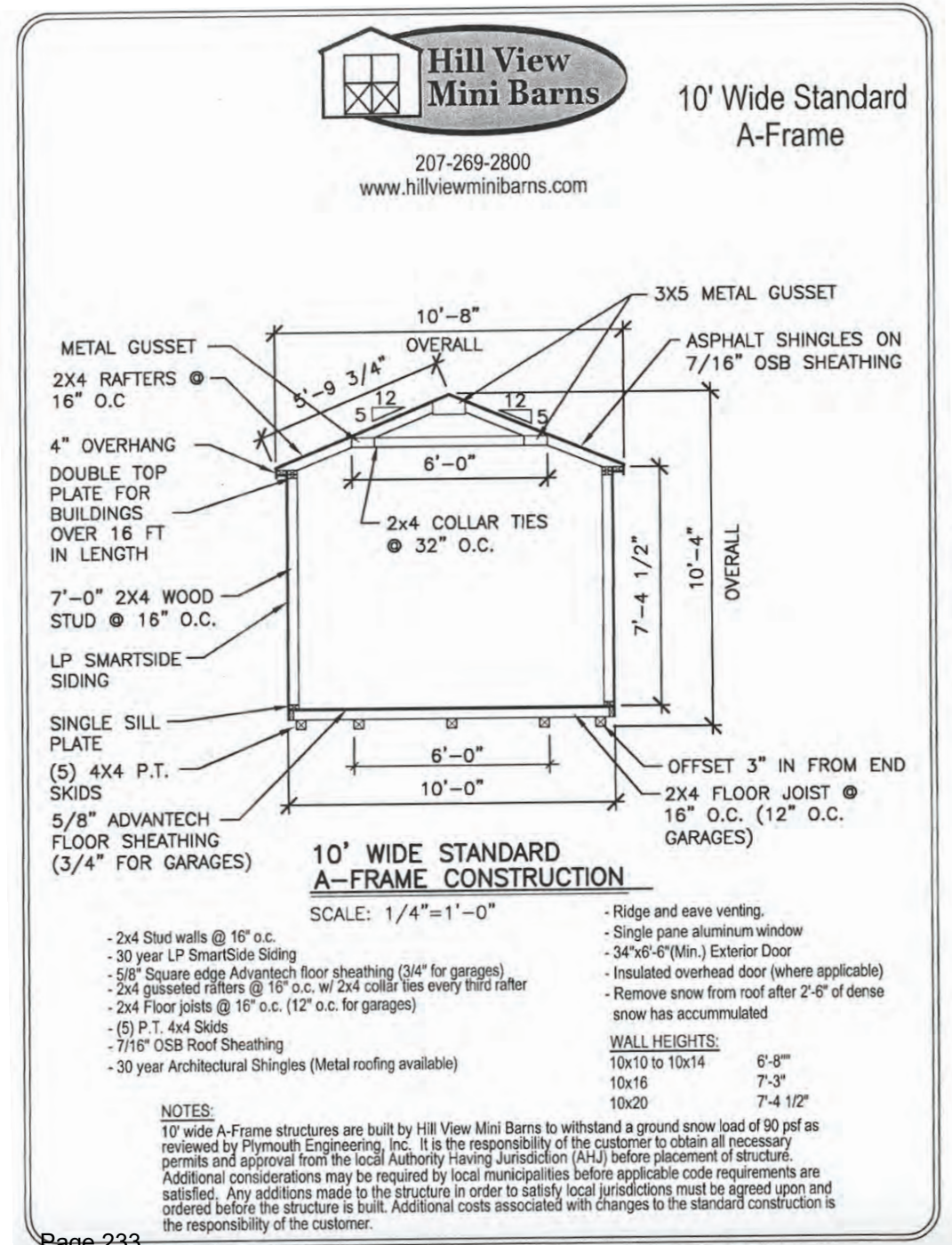
Fore Points Marina Temporary Bathroom / ADA Model (1 unit)

SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)

10x8 A-Frame

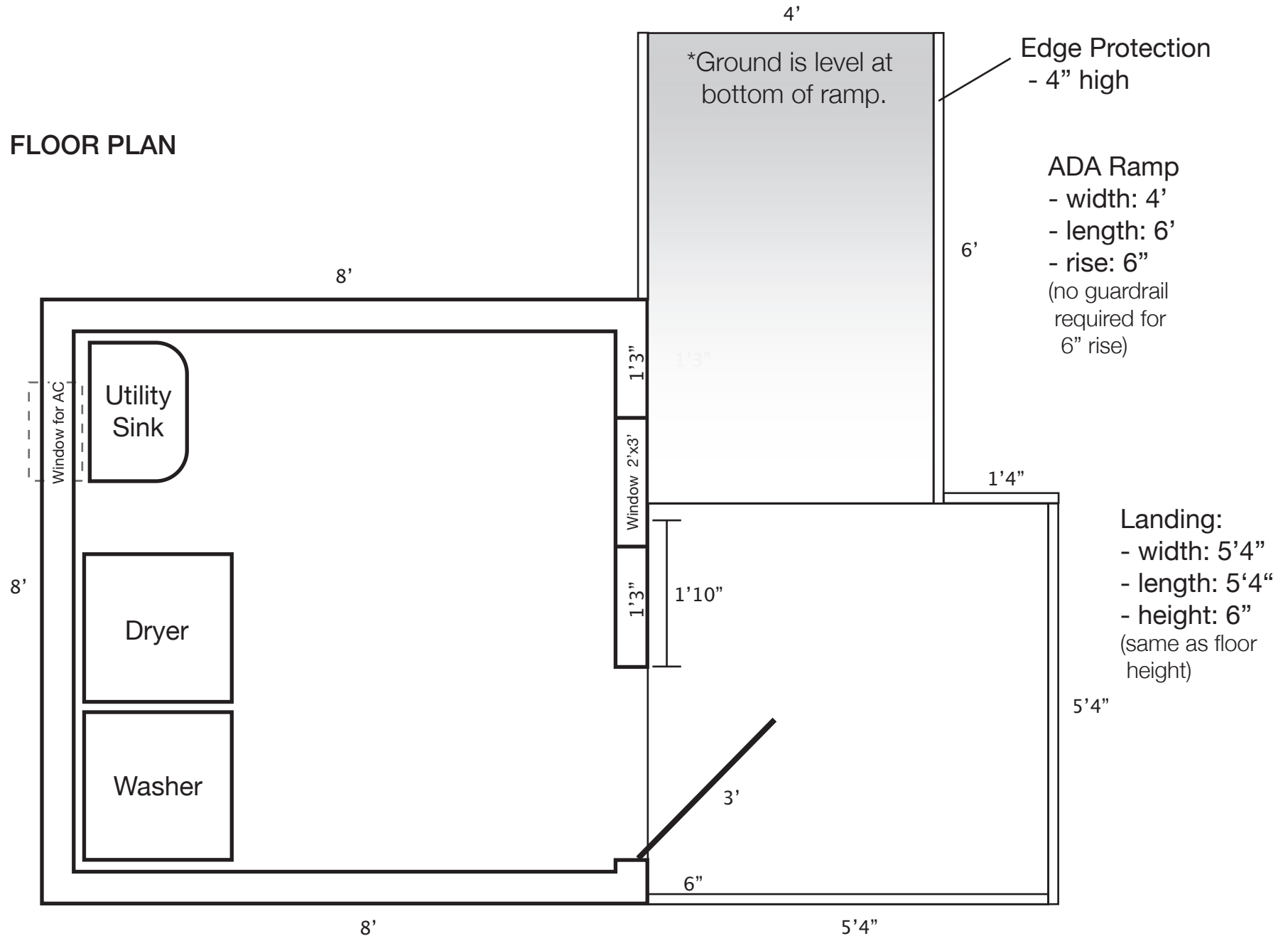
- ~ 80" high walls - 2x4 studs 16" O.C.
- ~ 5 Pressure Treated 4x4 skids
- ~ Snow load rating of 90 P.S.F.
- ~ Lifetime Architectural or Metal Roof
- ~ TechShield roof sheathing
- ~ 30 year LP SmartSide Siding
- ~ 50 year Advantech Floor
- ~ LP Smartsiding
- ~ Fiberglass pre-hung entrance door solid 6 pnl. out swing (R.O. 38.5"x81.75") Left Hinged
- ~ 24"x36" Vertical sliding aluminum window w/grids - White





Fore Points Marina Temporary Laundry Room / ADA (1 unit)

FLOOR PLAN



*Sheds core and shell pre-fabricated off site. Sheds will be plumbed and wired on site.



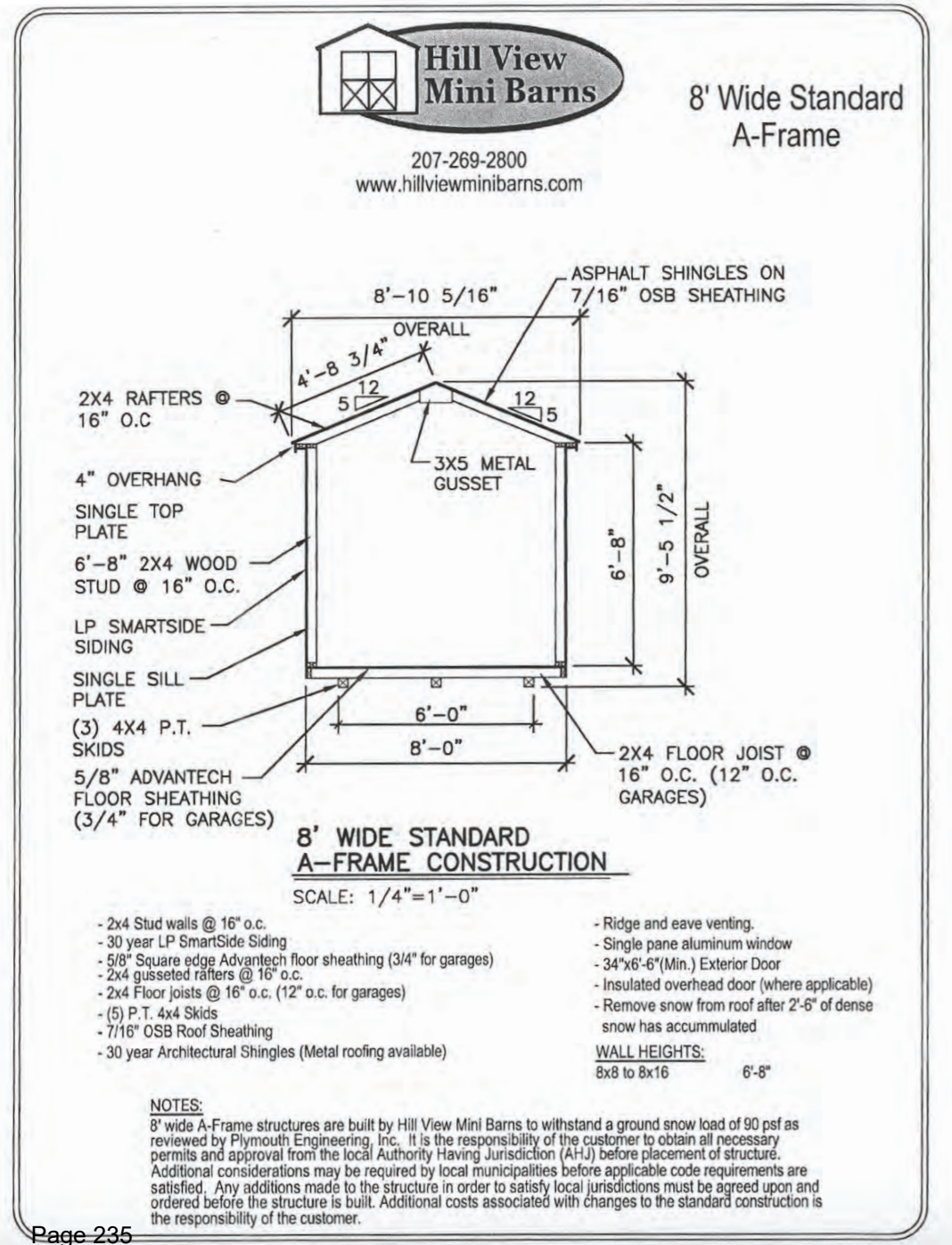
Fore Points Marina Temporary Laundry Room / ADA (1 unit)

SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)

8x8 A-Frame

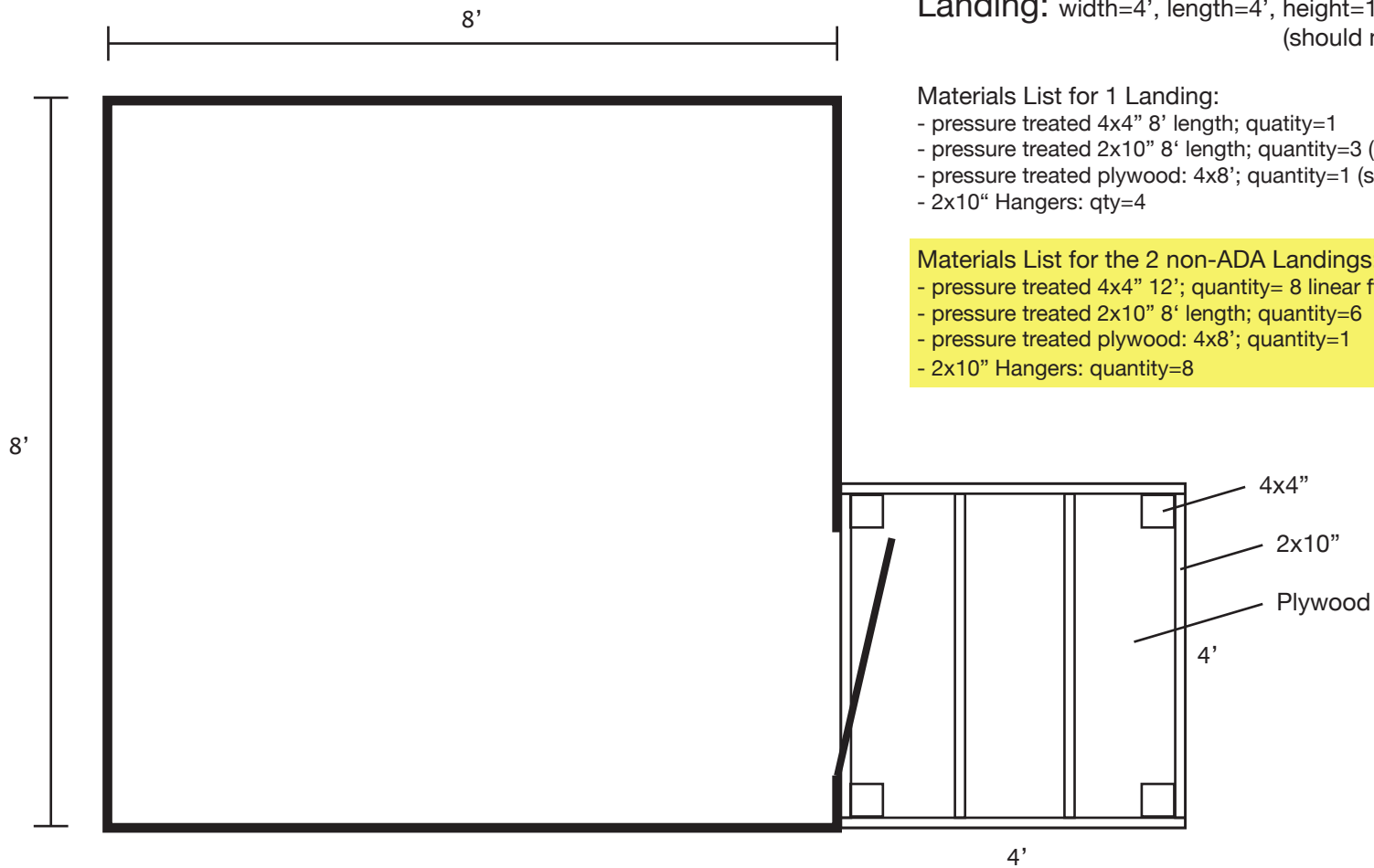
- ~ 80" high walls - 2x4 studs 16" O.C.
- ~ 3 Pressure Treated 4x4 skids
- ~ Snow load rating of 90 P.S.F.
- ~ Lifetime Architectural or Metal Roof
- ~ TechShield roof sheathing
- ~ 30 year LP SmartSide Siding
- ~ 50 year Advantech Floor
- ~ LP Smartsiding
- ~ Fiberglass pre-hung entrance door solid 6 pnl. out swing (R.O. 38.5"x81.75") Left Hinged
- ~ 24"x36" Vertical sliding aluminum window w/grids - White





Fore Points Marina Bathroom Non-ADA Landings (2 units)

FLOOR PLAN



Landing: width=4', length=4', height=11.5" for both non-ADA sheds
(should match interior floor height)

Materials List for 1 Landing:

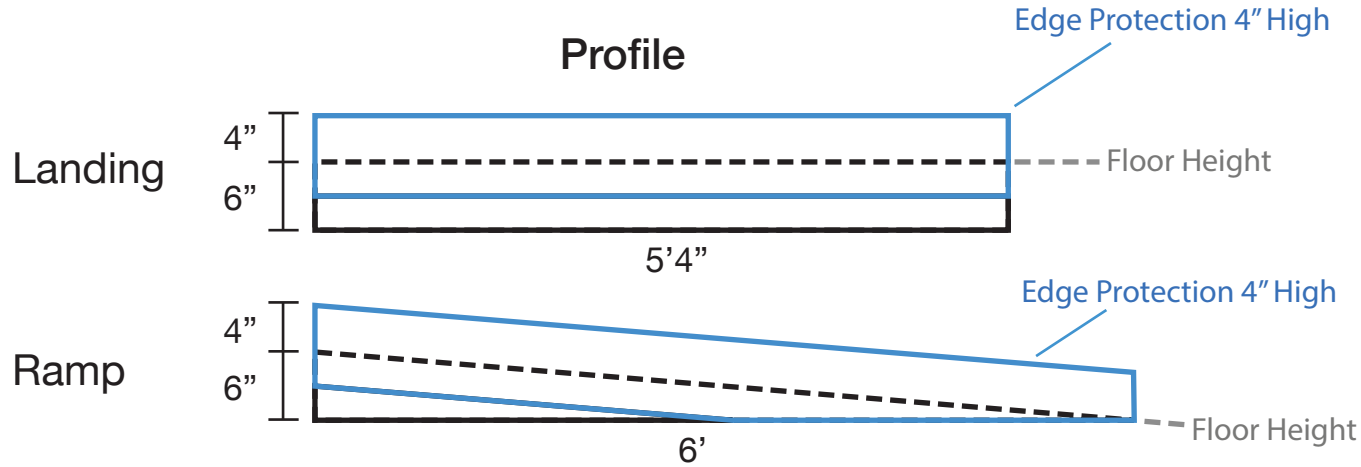
- pressure treated 4x4" 8' length; quantity=1
- pressure treated 2x10" 8' length; quantity=3 (24 linear feet)
- pressure treated plywood: 4x8'; quantity=1 (split between 2 landings)
- 2x10" Hangers: qty=4

Materials List for the 2 non-ADA Landings:

- pressure treated 4x4" 12'; quantity= 8 linear ft
- pressure treated 2x10" 8' length; quantity=6
- pressure treated plywood: 4x8'; quantity=1
- 2x10" Hangers: quantity=8



Fore Points Marina ADA Ramp & Landing Construction

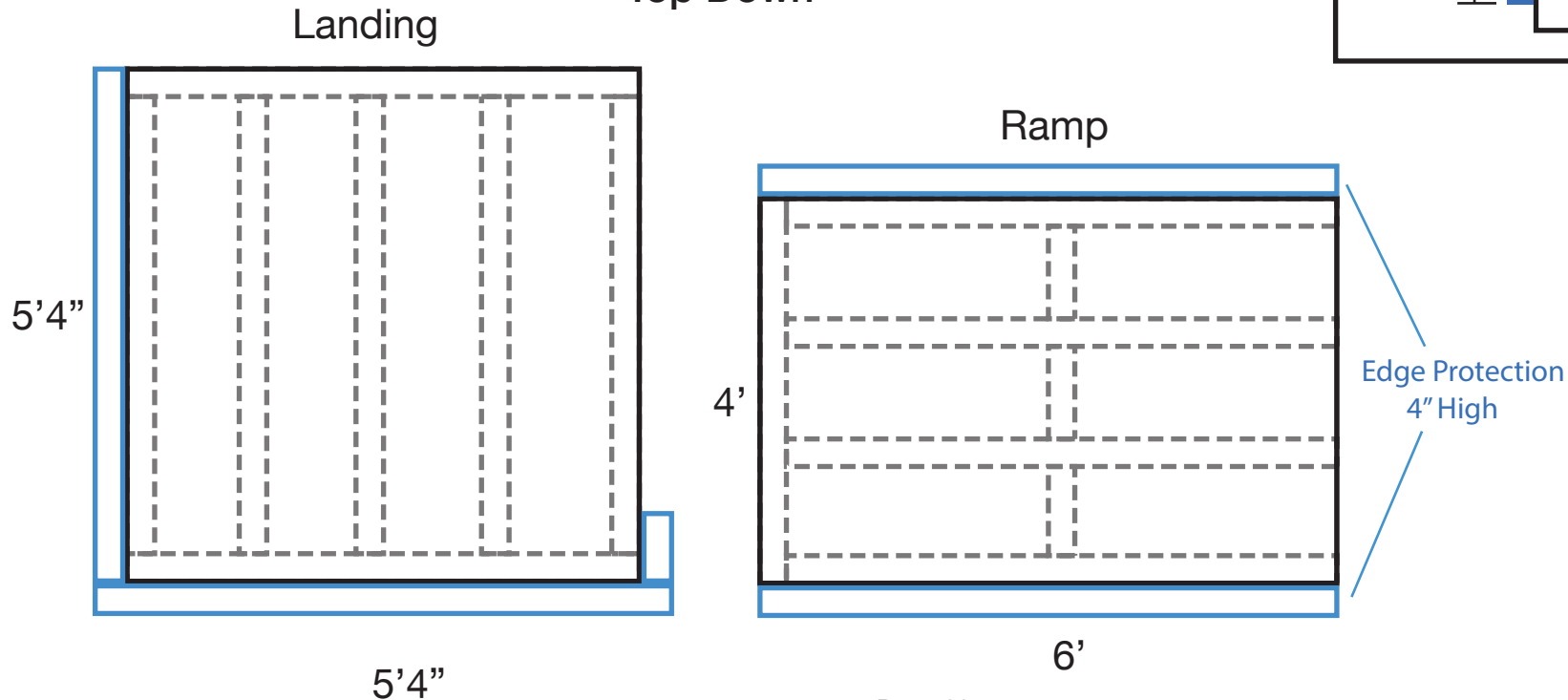


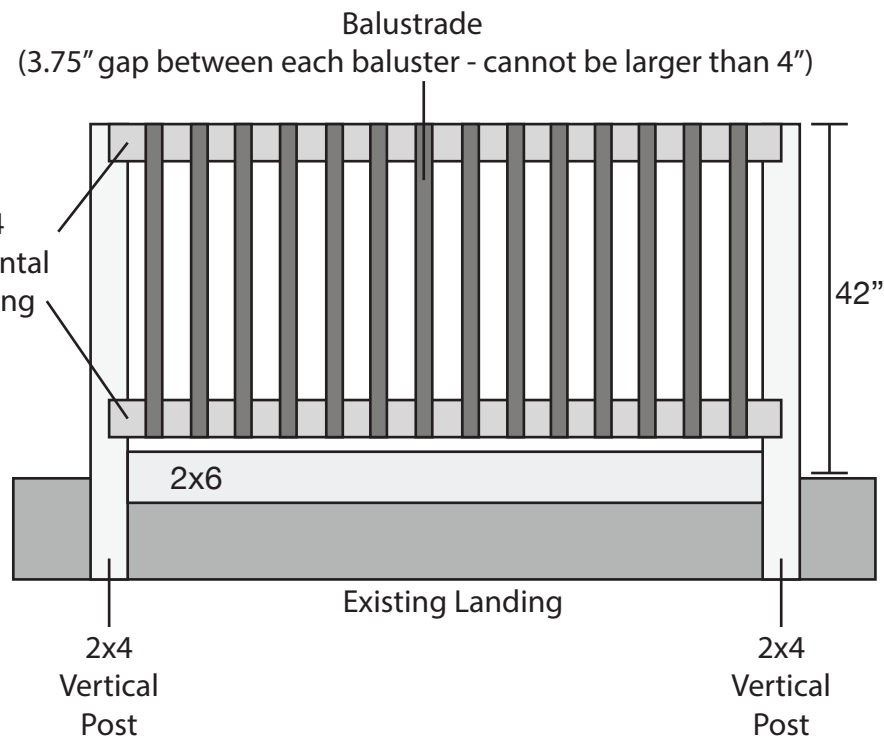
5'4"x5'4" Landing
~ 2x6 Pressure Treated base
~ Pressure Treated Plywood top
~ ULINE Non Skid Tape - Top Coating
~ 2x8 boards for 4" high edges

6x4 Ramp
~ 2x6 Pressure Treated base
~ Pressure Treated Plywood Top
~ ULINE Non Skid Tape - Top Coating
~ 2x8 boards for 4" high edges



Top Down

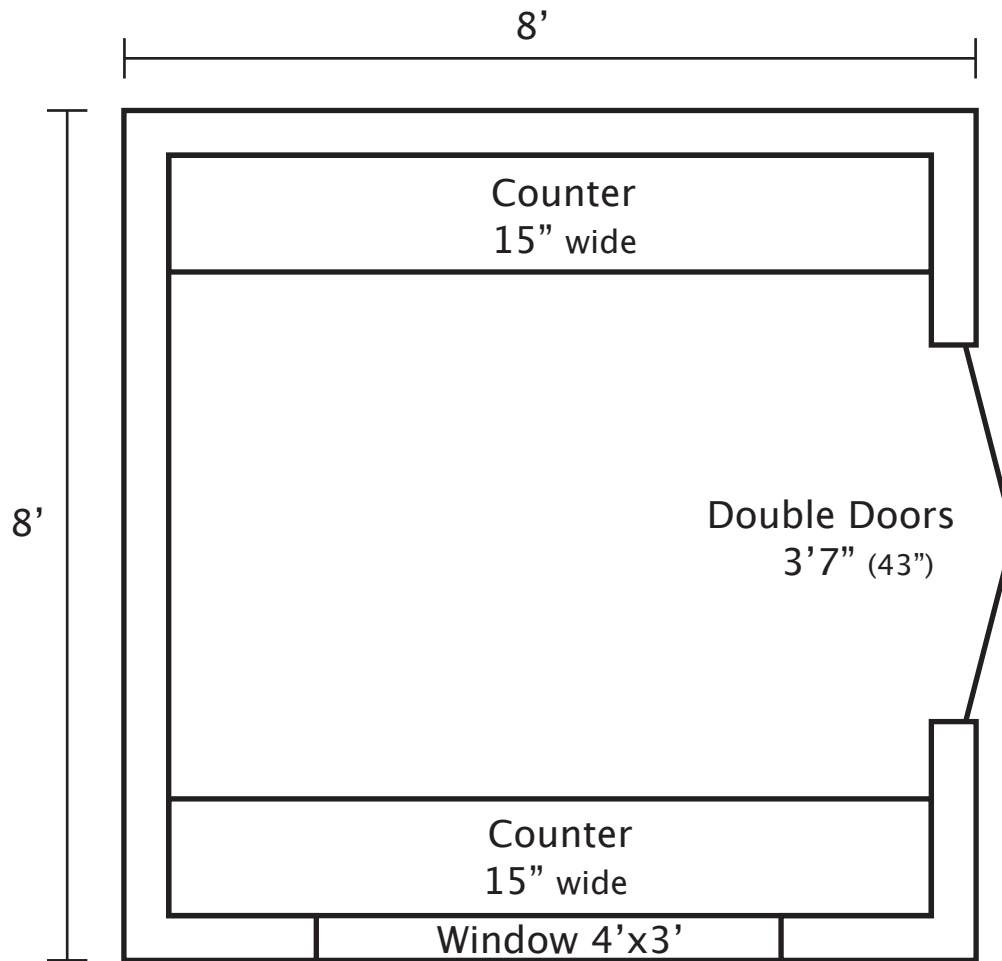






Fore Points Marina Commercial Shed (3 units)

FLOOR PLAN

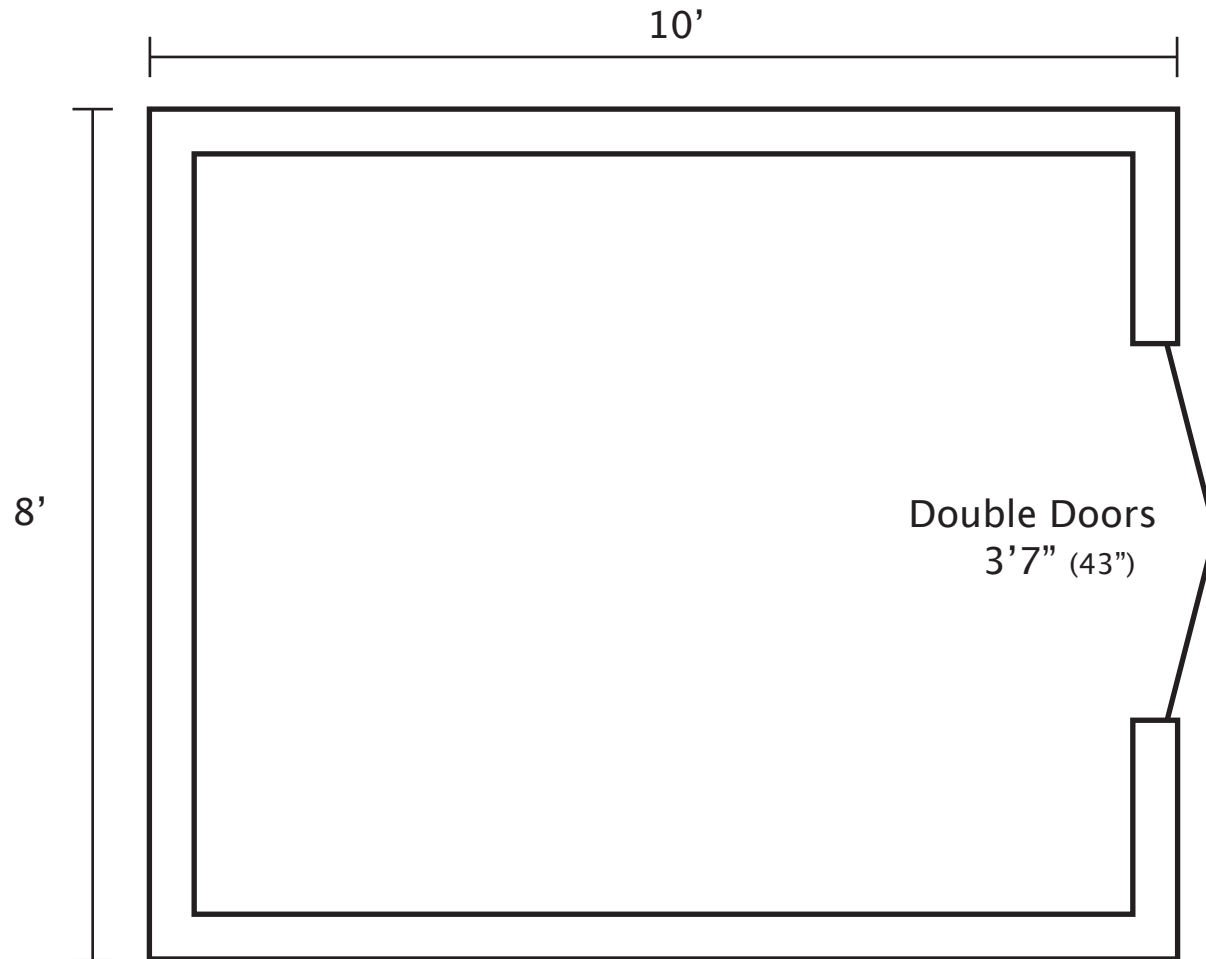


*Sheds core and shell pre-fabricated off site. Sheds will be wired on site.



Fore Points Marina Utility Shed (1 unit)

FLOOR PLAN



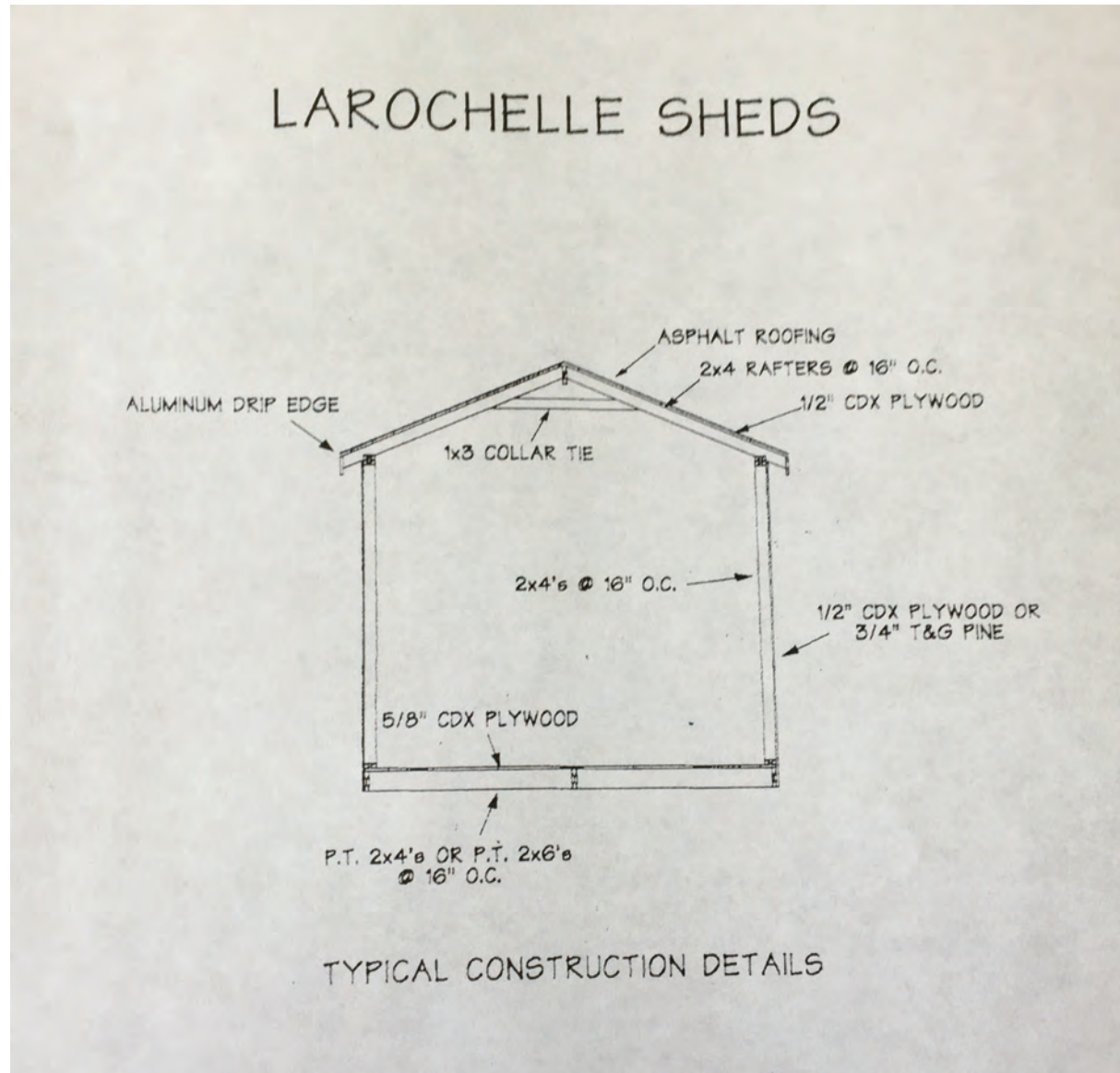
*Shed pre-fabricated off site.



Fore Points Marina Commercial Shed (3 units) and Utility Shed (1 unit)

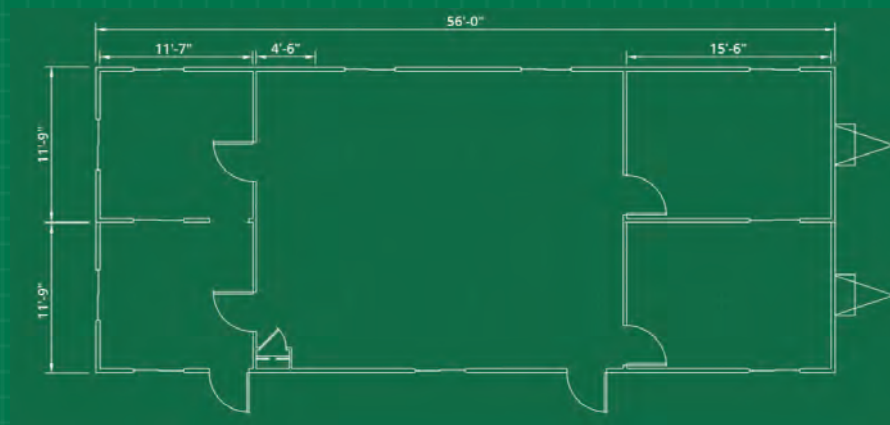
SUPPLIER CONSTRUCTION SPECS

(*all wood construction except where specified)





In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC or thru-wall AC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

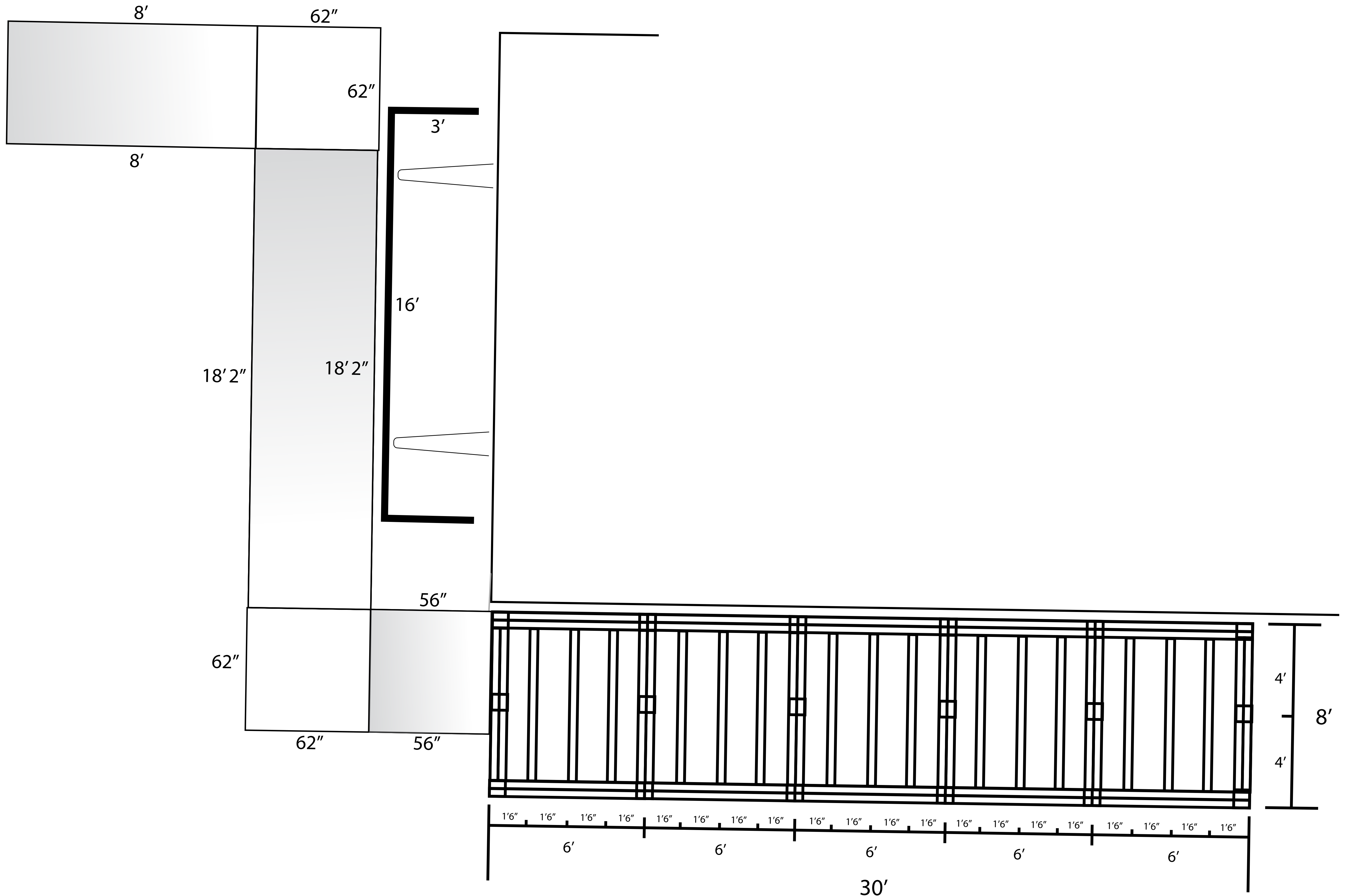
Private office(s)
Optional restroom



* Photos are representational; actual products vary.
Additional floor plans and specifications may vary from



Marina Office ADA Ramp Design and Materials List



Models

Model #	Description
TAVSO23	2 & 3 step OSHA compliant model
TAVSM34	3 & 4 step MASS. compliant model
TAVSC34	3 & 4 step CAL-OSHA compliant model

Configured exactly as **you** need it:

Versa-Step OSHA Model



Configured as 3-step

Configured as 2-step

Versa-Step CAL-OSHA / MASS. code Model



Configured as 4-step

Configured as 3-step

(Shown with MASS. code Handrail)

See back cover for step configuration height and adjustability specifications.

Specifications

Specification	TAVSO23	TAVSM34 TAVSC34	
PLATFORM			
Construction	Aluminum		
Tread	Perforated		
Width	38"		
Depth	60"		
STEPS			
Construction	Aluminum		
Tread	Perforated		
Rise	8.5"	7.0"	
Tread depth	12"		
Tread width	36"		
Standard elevations	25.5" & 34"	28" & 35"	
LEGS			
Construction	Flo-Coat® galvanized steel		
Adjustability range	9"		
Adjustability increments	1/4"		
Foot pads construction	Polyethylene plastic		
GUARDRAILS			
Construction	Flo-Coat® galvanized steel		
Height with mid-rail	42"		
HANDRAILS			
Construction	Flo-Coat® galvanized steel		
Height to top rails	36"		
Mid-rail	Standard		
Horizontal extension*	N/A	12"	
Vertical extension*	N/A	24"	

*TAVSC34 only for each spec.

For information on additional Tri-Arc products including Scaffolding, Warehouse Ladders, and other products for the modular industry, please contact us or visit our web site.

Tri-Arc Manufacturing Company

Reaching your needs **one step at a time™**

390 Fountain Street Pittsburgh, PA 15238 800-565-2165 Toll Free 800-530-8329 Fax

www.tri-arc.com

Page 244



www.tri-arc.com

TRIARC

Reaching your needs **one step at a time™**



Designed to offer the **most versatility** of any modular access step product on the market today.

Versa-Step's features will save you time and money, and remove the hassles associated with site erection of modular access.

Versatility

2-in-1

Versa-Step's **OneStair** system enables the stairway to be configured as either a 2-step or 3-step model for OSHA compliant models and 3-step or 4-step model for both CAL-OSHA and MASS. compliant models.

Max-Adjust

Versa-Step's **PerfAdjust** legs offer maximum adjustability, making it easier to position the platform flush with the threshold of the building door.

Functionality

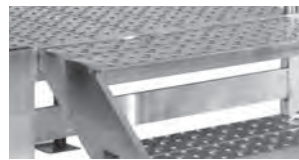
- **Versa-Step's** functionality makes it very quick and simple to set up, position flush against the door threshold and attach to the trailer.
- **Versa-Step's** unique modular leg and foot pad design ensures preservation of each **PerfAdjust** leg for future field applications even when disassembly occurs in the most difficult ground surface conditions.

Contact us today: 800-565-2165
or www.tri-arc.com

Features

OneStair Stairway

Unlike most modular stair systems, Versa-Step's **OneStair** can be configured with the platform as either a 2 or 3 step stairway or 3 or 4 step stairway depending on the model



PerfAdjust Legs

The unique perforated individual adjustable legs provide 9" of total adjustability in 1/4" increments



Plastic Foot Pad

High density polyethylene plastic material design securely fits onto legs



Offset Rail

The back guard rail is designed to be offset so that it does not make contact with the building when the step is positioned against the building



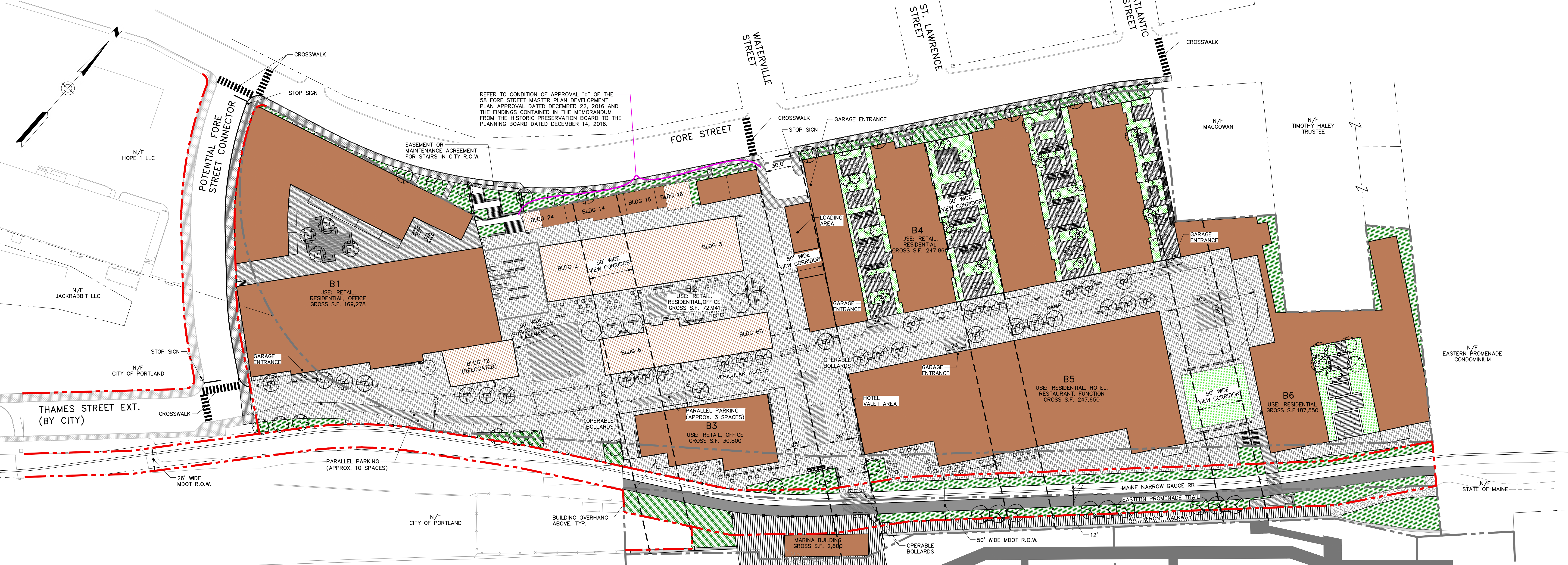
Advantages

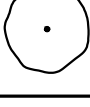
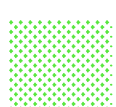
- 
- Purchase one model instead of two
 - Eliminates extra trips to site
 - Reduces inventory of step and parts
 - Reduces overall expenses
 - **Saves time and money**

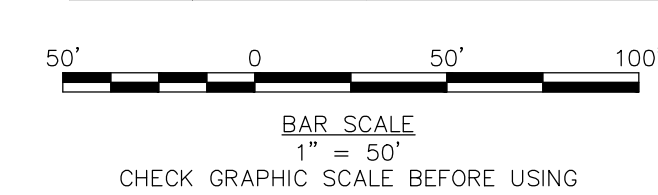
- 
- Easily positions platform to threshold of door
 - No need to shimmy legs
 - Increases safety of step
 - **Saves time and money**

- 
- Eliminates need to replace entire leg if damaged or requires breaking to remove from ground
 - Reduces replacement parts costs
 - **Saves time and money**

- 
- Eliminates damages caused by rail making contact with siding panel of building
 - Saves time required to repair siding panel
 - Eliminates costs associated with repairs
 - **Saves time and money**



PLANT LIST			
SYMBOL	TYPE	BOTANICAL NAME	COMMON NAME
TREES - DECIDUOUS			
	STREET TREE	ACER RUBRUM	RED MAPLE
		OSTRYA VIRGINIANA	AMERICAN HOPHORNBEAM
		ULMUS AMERICANA	AMERICAN ELM
		NYSSA SYLVATICA	TUPELO
	SHADE TREE	QUERCUS BICOLOR	SWAMP WHITE OAK
		QUERCUS PALUSTRIS	PIN OAK
		AMELANCHIER CANADENSIS	EASTERN SERVICEBERRY
		CRATAEGUS CRUS-GALLI VAR. INERMIS	THORNLESS COCKSPUR HAWTHORN
	ORNAMENTAL TREE	MAGNOLIA VIRGINIANA	SWEET BAY MAGNOLIA
		AMELANCHIER CANADENSIS	EASTERN SERVICEBERRY
		NYSSA SYLVATICA	TUPELO
		SASSAPRAS ALBIDUM	SASSAFRASS
SHRUBS AND GROUNDCOVERS			
	PLANTING ZONE 1	CLETHRA ALNIFOLIA	SWEET PEPPERBUSH
		CORNUS CANADENSIS	BUNCHBERRY
		ILEX VERTICILLATA	WINTERBERRY
		OSMUNDA CINNAMOMEA	CINNAMON FERN
		TIARELLA CORDIFOLIA	FOAMFLOWER
		VIBURNUM ACERIFOLIUM	MAPLELEAF VIBURNUM
	PLANTING ZONE 2	ARCTOSTAPHYLOS UVA-URSI	BEARBERRY
		ARONIA MELANOCARPA	BLACK CHOKEBERRY
		COMPTONIA PERECGRINA	SWEETERN
		MYRICA PENSYLVANICA	NORTHERN BAYBERRY
		RHUS AROMATICA "GRO-LOW"	GRO-LOW FRAGRANT SUMAC
		RHUS TYPHINA	STAGHORN SUMAC



- LEGEND**

 - TRASH / RECYCLING RECEPTACLE
 - BENCH
 - BIKE RACK
 - BOLLARD
 - STREET LIGHT
 - MARINA CART
 - FENCE
 - 1FT PAVERS
 - 2FT PAVERS
 - BRICK PAVING (BUILDING 1)
 - WOOD DECKING
 - WATERFRONT WALKWAY
 - ASPHALT
 - TRAIN TRACKS
 - CONTRIBUTING HISTORICAL BUILDING
 - PROPOSED BUILDING
- PROPERTY LINE LEGEND**

 - EXISTING OFFSITE PROPERTY LINE
 - EXISTING 58 FORE STREET PROPERTY LINE
 - PROPOSED PROPERTY LINE

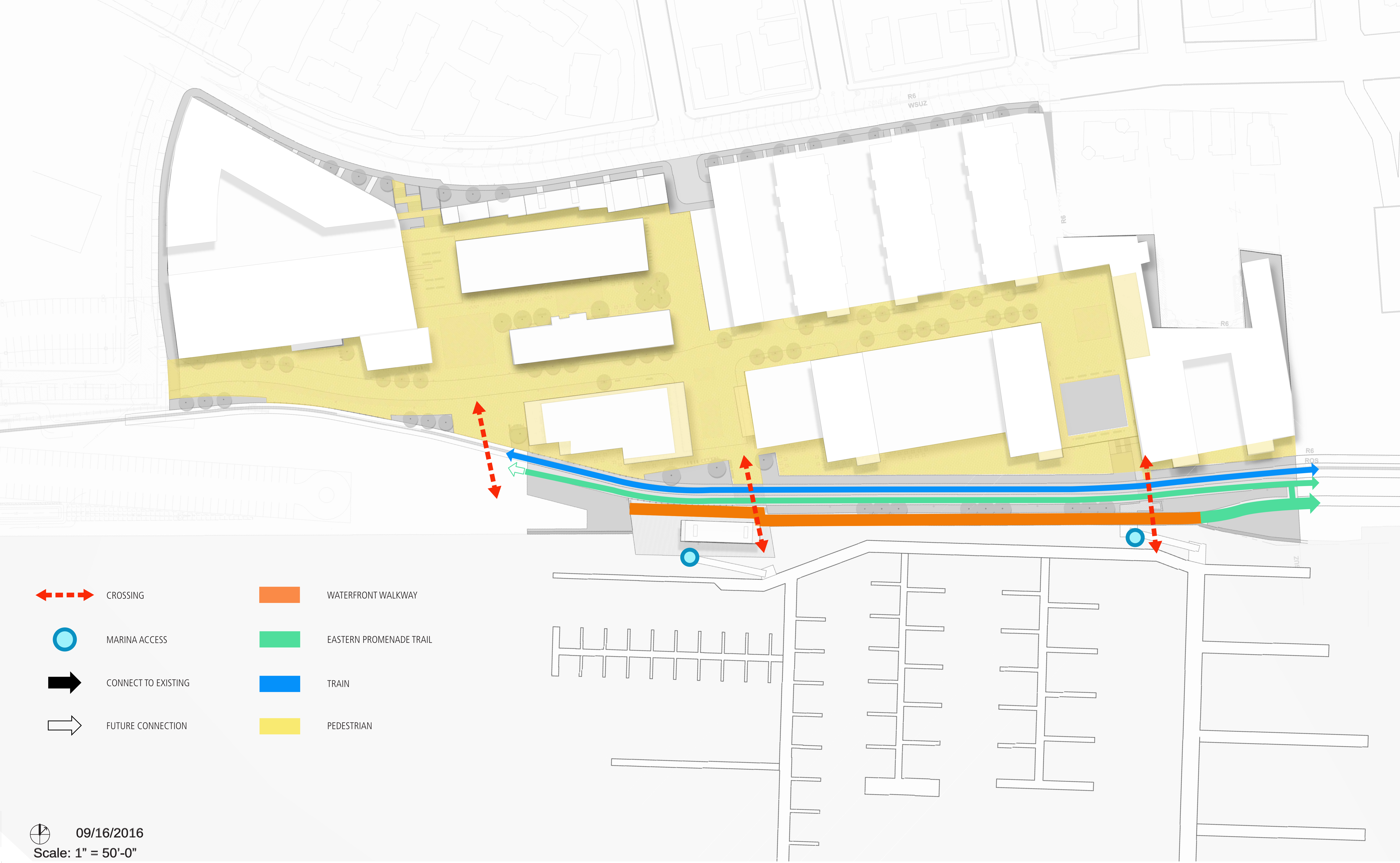
09/16/2016 (REVISED 05/25/2017)
Scale: 1" = 50'



OVERALL SITE MASTER PLAN 58 FORE STREET MASTER PLAN

SCOTT SIMONS ARCHITECTS MICHAEL BOUCHER LANDSCAPE ARCHITECTURE WOODARD & CURRAN THORNTON TOMASETTI THE BOULOS COMPANY MASON ARCHITECTS APPLIED TECHNOLOGY MANAGEMENT PERKINS+WILL

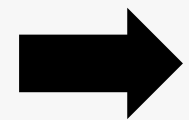
C-100
PERMITTING SET



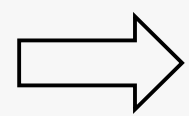
CROSSING



MARINA ACCESS



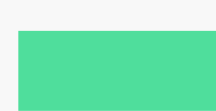
CONNECT TO EXISTING



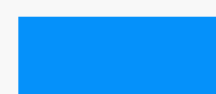
FUTURE CONNECTION



WATERFRONT WALKWAY



EASTERN PROMENADE TRAIL



TRAIN



PEDESTRIAN

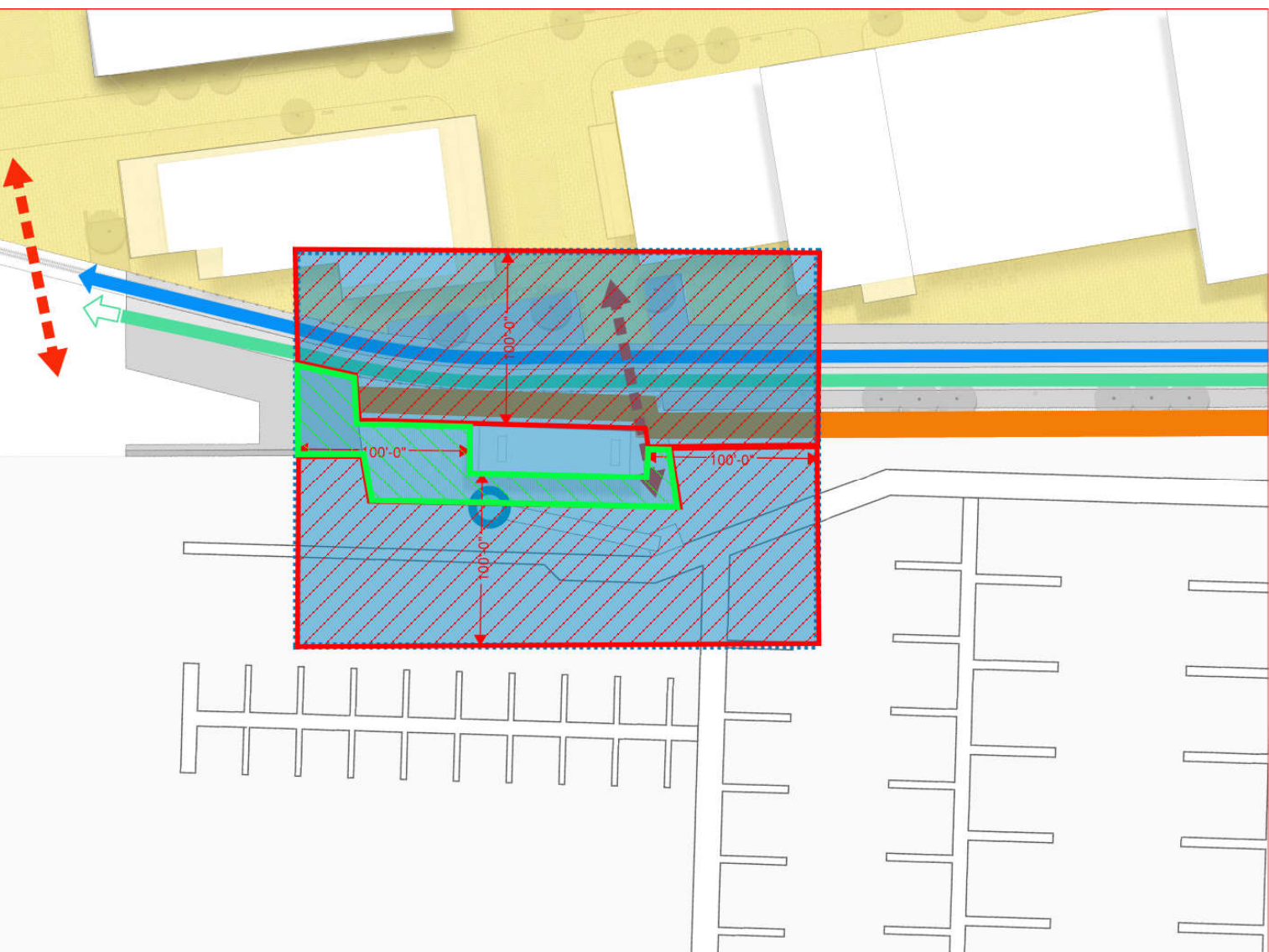


09/16/2016

Scale: 1" = 50'-0"

**Master Plan:
100' Proximity to Principal
Marina Building**

-  WATERFRONT WALKWAY
-  EASTERN PROMENADE TRAIL
-  TRAIN
-  PEDESTRIAN





PLANNING BOARD REPORT PORTLAND, MAINE

EWPZ Zoning Text Amendment (Article 10)

ZN-001698-2021

Portland Foreside Development Company, Applicant

Submitted to: Portland Planning Board
Public Hearing Date: November 23, 2021

Prepared by: Matthew Grooms, Senior Planner
Date: November 19, 2021

I. INTRODUCTION

Portland Foreside Development Company has submitted a zoning text amendment application to amend Chapter 14, Article 10 of the City's Land Use Code to permit restaurants as a component to a marina and allow such use to occur within 25 feet of the pier edge, an area currently reserved for water dependent uses in the Eastern Waterfront Port Zone (EWPZ). This application is being referred to the Planning Board for compliance with the City of Portland's comprehensive Plan, *Portland's Plan 2030*, and adopted waterfront and zoning policies stated in the EWPZ Purpose Statement.

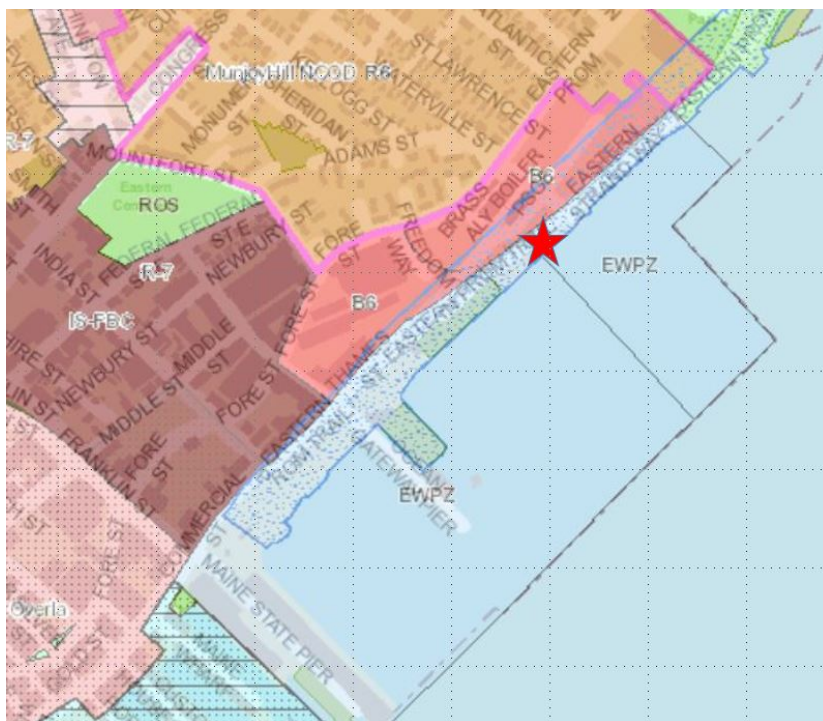


Figure 1: Zoning map highlighting the location of the Fore Points Marina where restaurant use would be permitted if zoning is adopted

The Planning Board held a joint first workshop on September 28, 2021, focused on this zoning text amendment application, as well as a Master Development Plan (MDP) amendment application (PL-001654-2021). A second workshop was held on October 26, 2021.

This application is now being referred to the Planning Board for a public hearing, where the Board will make a formal recommendation on this text amendment to the Portland City Council. The legal advertisement for this public hearing ran in the November 12 and 13, 2021 editions of the *Portland Press Herald*. As of the writing of this memo, 125 written public comments have been received with the majority of those comments in support of the proposed text amendment.

II. PLANNING BOARD WORKSHOPS

The Planning Board held a first workshop on this application on September 28, 2021. The focus of this first workshop, was to introduce the proposed text amendment to the Board, to consider if the text amendment

is consistent with *Portland's Plan 2030* and to discuss how the proposed language would impact public waterfront access and pedestrian circulation within the site. The Planning Board was generally supportive of permitting the restaurant use as an accessory element to a marina under select circumstances. Namely, the Board requested either confirmation that outdoor dining would not inhibit public access to areas identified as publicly accessible in the approved 2016 MDP, or additional controls within the zoning to ensure those publicly accessible areas remain unobstructed. The Board also requested that the proposed language regarding interior restaurant space be clarified to specify both preparatory and seating space. Some Board members did express concern that the permitting restaurants was in conflict with the *Eastern Waterfront Master Plan*.

A second workshop was held on October 26, 2021, where staff and the applicant presented two separate modified versions of the text. The main difference between the two versions being that the first, suggested by staff, required that any interior floor area associated with the restaurant use be within a 'principal marina building' as illustrated on the approved 2016 MDP, and the second, suggested by the applicant, did not require this. The rationale for the applicant's version was that no principal marina building currently exists, and this language would effectively prohibit a restaurant until such building is developed. Per Board feedback from the prior workshop, both versions of the revised text included clarification that storage and/or preparatory space associated with the restaurant be subject to the proposed dimensional restriction, and that the use shall not impair access to areas dedicated to pedestrian circulation.

At the second workshop, the Planning Board and members of the public provided additional feedback on these proposals, notably asking for clarification on whether this proposed accessory use would be consistent with the City's general accessory use requirements, and whether the restaurant definition listed within Article 3 would allow for the current food service configuration. For context, the accessory use requirement in Article 6 requires that an accessory use occupy no more than 25% of the total floor area of a building, and both the restaurant and food service use definitions (Article 3) require a certain amount of indoor seating. Additionally, the Board continued to express concerns that the text as presented at this workshop may not adequately restrict the scale and extent of a future restaurant use. In addition, some Board members expressed concern that the introduction of an accessory restaurant was not consistent with the *Eastern Waterfront Master Plan*. In response to this feedback, Planning staff have prepared a revised version of the text for the Board to consider at the public hearing.

III. PROPOSED ZONING TEXT AMENDMENT

A. Overview of Text Amendment

In 2020, the applicant, Portland Foreside Development Company, began operating a food and beverage service use at the Portland Foreside Marina property as temporary events during the Covid-19 pandemic. The applicant would now like to make this a permitted use and therefore have submitted a zoning text amendment application requesting that Section 10.2.3.B.11(a) and Section 10.2.7.C.4 of the City's Land Use Code be amended to allow restaurants as an accessory use to a marina. This amendment would limit the use to less than 1,000 square feet of interior space, and constrain outdoor activities to within 100 feet of the principal marina building. Further, this request is seeking to permit such accessory use within the required 25-foot pier edge setback applicable to most uses in the EWPZ.

The proposed text amendments are listed below. Note, there are two separate versions of the text for the Board to consider; **Option A**, being requested by the applicant, which would allow the restaurant/food service use to operate within 100 feet of the marina office building, and **Option B**,

proposed by staff per Board feedback to further restrict this use, that would limit operations to within 75 feet of the marina office building. Both options are presented below.

Addition to from Article 10, Waterfront Zones, Eastern Waterfront Port Zone, Permitted Uses:

OPTION A: *"Section 10.2.3.B.11(a): Marinas located east of the eastern boundary of the parcel of land owned by the City of Portland pursuant to a deed from the State of Maine dated February 1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26. Marinas may include food service where food or drink is prepared, served, kept, or stored for retail sale onsite if such food service does not exceed 1,000 square feet of total floor area and is within 100 feet of the marina office. Outdoor seating for marina food service shall be permitted within 100 feet of the principal marina building. Areas dedicated to food service shall be open to the general public, and shall not impede areas dedicated to pedestrian circulation.*



Figure 2: Blue shaded area within approximately 100 feet of marina office building

Or, staff's proposed version:

OPTION B: *"Section 10.2.3.B.11(a): Marinas located east of the eastern boundary of the parcel of land owned by the City of Portland pursuant to a deed from the State of Maine dated February 1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26. Marinas may include food service where food or drink is prepared, served, kept, or stored for retail sale onsite if such food service does not exceed 1,000 square feet of total floor area and is within 75 feet of the marina office. Outdoor seating for marina food service shall be permitted within 75 feet of the marina office. Areas dedicated to food service shall be open to the general public, and shall not impede areas dedicated to pedestrian circulation.*

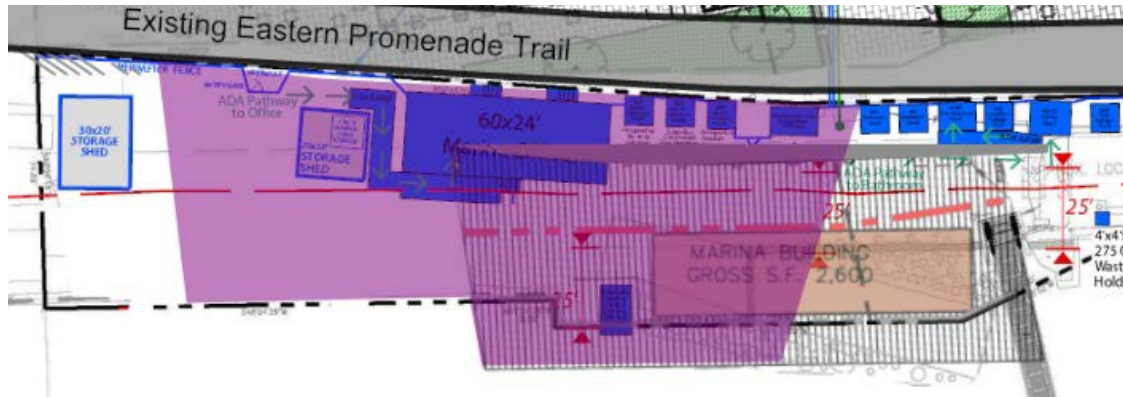


Figure 3: Purple shaded area within approximately 75 feet of marina office building

And, both options (Option A and Option B) would further require the below text change:

Addition to from Article 10, Waterfront Zones, Eastern Waterfront Port Zone, Dimensional Requirements:

“Section 10.2.7.C.4 – Setback from pier line: Notwithstanding the above requirements, a minimum setback of 25 feet from the edge of any pier, wharf or working edge of the hardened shoreline shall be required for any structure, provided that marine offices, as defined in Section 10.2.3 (B)(12), may be located up to five feet from the edge of any pier, wharf, or working edge of the hardened shoreline. The setback area may be utilized for water-dependent uses and public uses and activities, subject to the provisions of Subsections 10.2.2 and 10.2.4, and shall not be utilized for ~~restaurant, drinking, or~~ other non-water-dependent uses or for off-street parking. The edge of any pier, wharf, or bulkhead shall include any attached apron(s).”

B. Staff Policy Analysis

As shown in the preceding section, the text now before the Board directly incorporates the food service and restaurant use as a potential component of a marina, and removes mention of these uses as accessory to a marina. This change eliminates the inconsistency that existed previously between the proposed dimensional restrictions for this accessory restaurant/food service use and the general accessory use provisions listed within Article 6. In actuality, this proposal would further limit where a restaurant could operate, by restricting the use to within 75 feet of the marina office building, as opposed to 100 feet in prior versions, thereby ensuring that the use remain a minor component of the marina.

The proposed text further draws on language from Ch. 11, Section 11.4.a of the City Code,

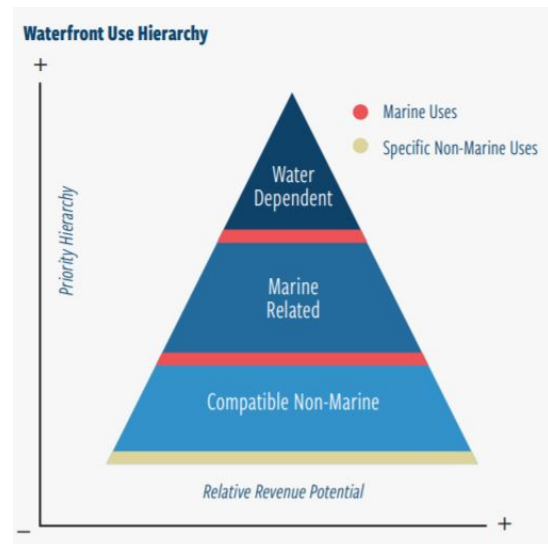


Figure 4: Hierarchy of waterfront uses concept adopted as City policy in Portland's Plan 2030.

pertaining to food service establishments, to define a form of restaurant/food service use to be permissible as a component of a marina that does not explicitly require indoor dining. This language, in effect, would supersede the Article 3 definitions for both restaurant and food service, that require indoor dining. Given that the restaurant/food service use is now an integrated component of a marina, the specific allowance for such use within the 25-foot pier edge setback has now been removed, as marinas are a water-dependent use, though the prohibition language that exists currently remains struck in this proposal.

Other changes introduced at the October workshop remain largely the same. Language pertaining to the use of interior and exterior space remains, to clarify that all operations associated with the restaurant are included as part of any dimensional limits. In addition, language clarifying that pedestrian circulation should not be unreasonably impaired was maintained to ensure the space is functioning as originally envisioned in the approved 2016 MDP. No additional controls on outdoor dining have been introduced, as the location of the Eastern Promenade Trail and the approved plan for the 58 Fore Street MDP effectively limit where a restaurant can occur, as seen in the plan below. By allowing the restaurant use to extend up to 75 or 100 feet from the marina office, the City would provide the marina with some flexibility in how outdoor dining is arranged without being overly prescriptive, while retaining other assurances through the MDP and zoning performance standards that this use would not disrupt public access.



Figure 5: The location of outdoor dining is restricted by the Eastern Promenade Trail and site circulation as depicted on this approved MDP plan. Proposed language further requires that pedestrian circulation not be unreasonably impaired by the use.

In reviewing the proposed amendment, Planning staff focused primarily on ensuring that the restaurant was consistent with policy priorities for the City's waterfront and the eastern waterfront in particular. The zones are built around a policy framework that both prioritizes water dependent uses and ensures that other marine-related or compatible non-marine uses are compatible with water-dependent activities. In this case, that policy direction would limit restaurant uses in scope, and discourage such uses as a principal stand-alone use. Based upon the current boundaries of the EWPZ, this marina development is likely to be the only marina in the EWPZ, and so the zoning should be considered for how it will function in this relatively constrained physical context. Staff

provided input to the applicant early in this process on this policy framework, and the resulting proposal addressed that feedback by only allowing restaurants as accessory to a marina, capped at just 1,000 square feet of interior floor space, with language to ensure it be public in nature rather than limited to only marina customers, and limited in terms of its footprint as to not have an adverse impact on marine uses and waterfront access. Staff's initial assessment of the draft amendment is that it succeeds in proposing a change to permitted uses that is generally consistent with the zone, with waterfront priorities, with precedents in other waterfront zones in Portland's Land Use Code, and with the common functioning and amenities often associated with marinas.

In regards to allowing restaurants within the 25-foot pier edge setback, staff would note that if the use allows for adequate right-of-way access to the water, and does not impede or preclude existing or potential water-dependent development within the site, and complies with Performance Standards, Shoreland Zoning and Flood Plain standards, that it would also be generally consistent with the purpose of these dimensional requirements. Furthermore, EWPZ Section 10.2.2 adds additional regulatory measures by stating that:

“No use shall be permitted, approved or established in this zone if it will have an impermissible adverse impact on future marine development opportunities. A proposed non-water dependent component of a development will have an impermissible adverse impact if it will result in any one or more of the following:

- A. *The proposed use will displace an existing water-dependent use.*
- B. *The proposed use will reduce existing commercial vessel berthing space.*
- C. *The proposed use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing or other access to the water by water dependent uses.*
- D. *The siting of a proposed use will substantially reduce or inhibit existing public access to marine or tidal waters.”*

In addition, Section 10.2.8 Performance Standards provides that further standards be met to ensure compatibility with marine uses and that there is functional utility of piers and access to the water's edge.

If the text amendments as presented are adopted, any potential impacts of a restaurant use on this site would still require rigorous review under both site plan and zoning performance standards, which include specific requirements around maintaining adequate waterfront access for other users and ensuring the compatibility of non-marine uses with water-dependent activities. Any proposal would also have to be reviewed for consistency with the 2016 MDP approval, which established broad project parameters around programming, publicly accessible open space, and circulation, all of which a future site plan would need to comply with.

Currently, restaurants and food service establishments are permitted in all three waterfronts zones (WPDZ, WCZ, EWPZ) in a variety of forms as described below:

Waterfront Port Development Zone (WPDZ), the purpose of the WPDZ is to ensure the continued viability of the Port of Portland. Permitted uses are primarily limited to those uses which are dependent upon deep-water and which contribute to port activity. Non-marine activity may be allowed to the extent that it will not have any adverse impact on marine uses. Much like the EWPZ, restaurants and drinking establishments are expressly prohibited, however, as specified in Table 10-A, footnote 2, food service establishments, including food trucks and other similar retail and service support uses are permitted as accessory uses if all such uses do not exceed 2,000 SF in total floor area of the building and each individual use does not exceed 1,000 SF in total floor area of the building; and further provided that such accessory uses provide goods or services that are supportive of the principal use and its clientele.

Waterfront Central Zone (WCZ), the purpose of the WCZ is to protect and nurture water-dependent and marine-related support uses so that they may grow and prosper in the present and into the future in an environment and area dedicated to this purpose. Non-marine uses are encouraged provided they do not interfere with and are not incompatible with the first and second priority uses, specifically interior accessory uses including *food service establishments shall be permitted as accessory uses if they are part of and located within the lot lines of a use set forth in Subsections 10.3.3(A)(1), (7), (11), or (12); such uses do not exceed 2,000 SF in total floor area of the building, or 25 percent of the total floor area of the building, whichever is less, and each individual accessory use does not exceed 1,000 square feet in total floor area of the building; and further provided that such accessory uses provide goods or services that are supportive of the principal use and its clientele.* In addition, marine-compatible uses, including restaurants, are encouraged to locate and grow along Commercial Street within the Commercial Street Overlay Zone, while higher priority marine uses are protected on the waterfront.

Eastern Waterfront Port Zone (EWPZ), is intended to nurture a wide range of deepwater-dependent industry and commerce as well as the encouragement of non-marine uses that support deepwater activities. Currently, the EWPZ allows restaurants/food services as a conditional use in association with marine passenger use facilities, including, Intermodal marine passenger facilities; cruise ship home port and port-of-call berthing and support, and international and domestic ferries. The use is further restricted to equal or less than 35 percent of the gross floor area of the principal associated marine passenger use and no more than 35,000 gross square feet (cumulatively) in the EWPZ. Currently, restaurants and drinking uses are not permitted within the minimum 25-foot setback from the edge of any pier, wharf, or working edge of the hardened shoreline.

While all three waterfront zones allow restaurants and food service establishments in a variety of manners, the common theme is that all three zones restrict these uses to a minimal size, and are intended to be subsidiary to water dependent uses and public access.

IV. COMPREHENSIVE PLAN CONSISTENCY

Portland's Plan 2030

Portland's Plan maintains a long-standing City policy to prioritize and promote our city's unique mixture of water-dependent, marine-related and compatible non-marine uses along our waterfronts. Portland's waterfront policies prioritize preserving marine uses, but also provide for a balance of non-marine uses which allow the waterfront to adapt to changing economic trends. Looking at regional and national examples, restaurants are often co-located within or alongside marinas, as a restaurant does not inhibit a marina's operation and serves to attract other users to the site that may not have access to the boating functions that occur at a marina. The key to finding



the introduction of restaurants in the EWPZ consistent with the comprehensive plan is balancing that use with the waterfront priorities of the zone. A restaurant use with no limits on size or location may be generally consistent with some economic development goals for the city as a whole, but more importantly for the purposes of this review, specifically inconsistent with the priorities for the waterfront. As proposed, the amendment addresses that priority, by requiring that the use be a component of a marina, and be limited in its scale and permissible location. The addition of a restaurant, if tailored in its application, reinforces the waterfront as a key component of Portland's economic health, this interwoven approach provides a unique connection between the city's traditional maritime activity and the commercial, tourist, and recreational city. This is further supported by the fact that the restaurant would only be permitted as a limited component to a marina, and would be subject to restrictive dimensional standards. Some relevant goals from *Portland's Plan 2030* include:

State Goals:

- *To expand opportunities for outdoor recreation and to encourage appropriate coastal tourist activities and development.*

Local Goals:

- *Prioritize and promote Portland's unique mix of water-dependent, marine related uses and compatible non-marine uses.*
- *Recognize and reinforce the respective roles of the Eastern, Central, and Western Waterfronts.*
- *Promote passive and active recreational access to the waterfront.*

V. PUBLIC COMMENT

A total of 125 written public comment have been received on this application, generally in support of permitting restaurants as an accessory component to a marina. Much of the public comment focused on the fact that there are few other restaurants with immediate waterfront access located elsewhere in Portland, and that the use draws visitors to the site who would otherwise not utilize the marina property. There were several comments opposed to the restaurant, which mostly cite the lack of general public waterfront access elsewhere on the site currently, and the quality of the temporary structures and spaces erected without authorization from the City.

VI. STAFF RECOMMENDATION

Planning staff recommend the Option B text amendment as drafted and presented in this report for the Planning Board's consideration. Option B limits food service and restaurant uses to within 75 feet of the marina office building, which limits food service and restaurant uses to within 75 feet of the marina office building.

VII. REQUISITE COUNCIL ACTION

Any proposed rezoning, regardless of whether it is recommended by the Planning Board, must be approved by City Council vote in order to take effect.

VIII. PROPOSED MOTIONS FOR THE PLANNING BOARD TO CONSIDER

On the basis of materials submitted by the applicant, the City of Portland Land Use Code, Portland's Comprehensive Plan, public comment, and the information provided during the public hearing on November 23, 2021 for application ZN-001698-2021, and/or other findings as follows:

Option A (Permit Restaurants/Food Service up to 100 feet from Marina Office Building):

The Planning Board finds that the proposed text amendment to Land Use Code Article 10, Section 10.2.3.B.11 and Section 10.2.7.C.4, to permit restaurants and food service uses as a limited component of a marina within the Eastern Waterfront Port Zone (EWPZ), as presented herein as Option A **[is or is not]** consistent with the Comprehensive Plan for the City of Portland; and

Therefore, the Planning Board **[recommends or does not recommend]** adoption of the text amendment to the City Council.

OR

Option B (Permit Restaurants/Food Service up to 75 feet from Marina Office Building):

The Planning Board finds that the proposed text amendment to Land Use Code Article 10, Section 10.2.3.B.11 and Section 10.2.7.C.4, to permit restaurants and food service uses as a limited component of a marina within the Eastern Waterfront Port Zone (EWPZ), as presented herein as Option B **[is or is not]** consistent with the Comprehensive Plan for the City of Portland; and

Therefore, the Planning board **[recommends or does not recommend]** adoption of the text amendment to the City Council.

IX. ATTACHMENTSReport Attachments

1. Article 10 Zoning Amendments
2. Public Comments

Applicant's Submittal

- A. Zoning Amendment Narrative and Policy Analysis
- B. 100 Foot Distance Depiction



OPTION A - DRAFT AMENDMENTS FOR PLANNING BOARD CONSIDERATION – 11/23/21

10 WATERFRONT ZONES

10.1 IN GENERAL

Portland's waterfront zones were developed to support a wide range of industries unique to the city's maritime environment that rely upon access to the working waterfront. Competing demands for limited access require a more exhaustive use list, specialized performance standards, and a unique set of dimensional restrictions that are unlike those of other zones. Given this high degree of specialization, Article 10 should generally be viewed in isolation from other articles within the Land Use Code, with the exception of waterfront-specific definitions, listed within Article 3. Uses specific to Article 10 may feature some degree of overlap with other defined uses allowed elsewhere within the city. However, in such instances, the use as referenced within this article shall control.

10.2 EASTERN WATERFRONT PORT ZONE (EWPZ)

10.2.1 Purpose

A. The Eastern Waterfront Port Zone is created to nurture deepwater-dependent activity within the context of the established waterfront. The transport of goods and passengers by water is an important component of both the local and regional economies and this transport and other forms of marine industry are dependent upon land and piers with direct access to

Portland Harbor. Given the existing pier infrastructure, proximity to deep water, and urban context, Portland's Eastern Waterfront is uniquely situated to support a wide range of water-dependent industry and commerce through a variety of marine activities.

- B. The support and expansion of Portland's marine industry requires piers, uplands, and circulation consistent with the transportation purpose and use of marine facilities. The growth of Portland's marine passenger industry also requires supporting services and activities to provide a safe, convenient, and enjoyable travel experience for users of marine passenger facilities. Non-marine uses that complement the marine passenger industry, are compatible with existing and future water-dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged.
- C. The primary use of the deep-water resources must be for the berthing and support of large vessels. Non-marine uses that complement and support the deepwater infrastructure and do not conflict or compete for limited space with existing or anticipated deepwater-dependent uses are encouraged. Existing and future pier infrastructure and upland support areas should be designed and maintained to support a variety of marine uses and be responsive to future technologies and trends in the marine industry.
- D. Given the need to nurture and support deepwater-dependent uses and the need for non-deepwater-dependent uses to complement the marine passenger industry and to support the maintenance and repair of pier infrastructure, the Eastern Waterfront

Port Zone recognizes the following hierarchy of uses:

1. The first priority of this zone is to protect and nurture existing and potential deepwater-dependent uses (those uses requiring a minimum of 15 feet of water depth).
2. The second priority is to allow shallow water-dependent and other permitted marine uses, so long as they do not interfere with deepwater-dependent uses, either directly by displacement or indirectly by placing incompatible demands on the zone's infrastructure.
3. Other uses specified herein are allowed only if they do not interfere with and are not incompatible with higher priority uses.

10.2.2 No adverse impact on marine uses

No use shall be permitted, approved or established in this zone if it will have an impermissible adverse impact on future marine development opportunities. A proposed non-water-dependent component of a development will have an impermissible adverse impact if it will result in any one or more of the following:

- A. The proposed use will displace an existing water-dependent use.
- B. The proposed use will reduce existing commercial vessel berthing space.
- C. The proposed use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing

or other access to the water by water-dependent uses.

- D. The siting of a proposed use will substantially reduce or inhibit existing public access to marine or tidal waters.

10.2.3 Permitted uses

Subject to a determination that the proposed use meets the standards of Subsection 10.2.2, the following uses are permitted in the Eastern Waterfront Port Zone:

A. Marine passenger

1. Intermodal marine passenger facilities.
2. Cruise ship home port and port-of-call berthing and support.
3. International and domestic ferries.

B. Marine commercial

1. Transient and long-term commercial berthing.
2. Marine-related warehousing.
3. Marine-related construction, manufacturing, fabrication, salvage, and repair.
4. Storage and repair of fishing equipment.
5. Ship and other marine vessel construction, building, servicing, and repair.
6. Boat and marine equipment storage.
7. Harbor and marine supplies and services, chandleries, and ship supply such as fueling and bunkering of vessels.
8. Public, non-profit, or commercial marine transportation and excursion services, including captained charter services, sport fishing and water taxis.
9. Ship and off-shore support services, including but not limited to tug boats, pilot boats, and chandleries.

10. Facilities for marine pollution control, oil spill cleanup, and servicing of marine sanitation devices.

Marinas located east of the eastern boundary of the parcel of land owned by the City of Portland pursuant to a deed from the State of Maine dated February 1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26. Marinas may include food service where food or drink is prepared, served, kept, or stored for retail sale onsite if such food service does not exceed 1,000 square feet of total floor area and is within 100 feet of the principal marina building. Outdoor seating for marina food service shall be permitted within 100 feet of the principal marina building. Areas dedicated to food service shall be open to the general public, and shall not impede areas dedicated to pedestrian circulation.

Restaurants and food service establishments, including any storage or preparatory space, shall be permitted as accessory uses if such uses do not exceed 1,000 square feet of total interior floor area of the principal marina building and are within 100 feet of the principal marina building, provided pedestrian circulation is not unreasonably impaired and further provided that such accessory uses are open to the general public.

Marine office, including but not limited to offices of owners of marinas, wharves or their agents, and naval architects, and seafood brokers.

C. Commercial

1. Professional, business, government, and general office located in upper floors of structures existing as of September 18, 2006.

**Editor's Note - On-site parking for non-marine commercial uses are permitted as conditional uses subject to the provisions of Subsection 10.2.4.*

2. Temporary events, except festivals as otherwise governed under paragraph (3) listed below. Buildings, piers and lands within the EWPZ may be used for temporary public and private events including but not limited to exhibitions, conferences, meetings, and trade shows under the following conditions:
 - a. Temporary events occupying more than 10,000 square feet of building or outdoor space shall not exceed a combined total of 60 days between May 1st to October 31st.
 - b. No temporary event may continue for more than 14 days of continuous operation.
 - c. Any temporary event that anticipates more than 5,000 people in attendance on any single day must provide and be subject to a parking management plan. The parking management plan must be submitted for the review and approval of the public works authority at least 60 days prior to the first day of the event.

3. Festivals subject to City license.
4. Street vendors licensed pursuant to Chapter 19 of the City of Portland Code of Ordinances.

D. Public

1. Fire, police, and emergency services.
2. Governmental agency emergency operations/crisis centers.
3. Research, military and visiting attraction vessel berthing.
4. Landscaped pedestrian parks, plazas and other similar outdoor pedestrian spaces, including without limitation pedestrian and/or bicycle trails.

E. Other

1. A facility for non-profit organizations whose facility may include offices, classrooms, equipment, equipment rentals, storage, and bathrooms for the public.

10.2.4 Conditional uses

A. The following uses shall be permitted as conditional uses in the Eastern Waterfront Port Zone, provided that, notwithstanding Subsection 6.5.1, or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the review authority, and provided further that in addition to the provisions of Subsection 6.5.2, such uses will not impede or preclude existing or potential water-dependent development within the zone, will allow for adequate right-of-way access to the water, are compatible with marine uses, and meet all additional standards set forth below.

B. Conditional use standards

1. *Marine compatibility.* The proposed use shall be compatible with existing and

potential marine uses in the vicinity, as required by Subsection 10.2.8(M) and (N).

2. *Parking and traffic circulation.* All applications for conditional use in the EWPZ shall submit a parking and circulation plan for review and approval by the Planning Board. The parking and circulation plan shall show the location of all existing and proposed structures, travel ways, and parking under the common ownership and/or control of the subject pier or property. The plan shall demonstrate that the parking and circulation of the conditional use does not interfere with the functional marine utility of the property and otherwise meets the standards and conditions of the EWPZ.

C. Conditional uses

1. *Marine*
 - a. Marine products, wholesaling, and retailing.
 - b. Ice-making services.
 - c. Marine freight facilities providing service for, and/or intermodal transfer of, container and breakbulk freight.
 - d. Marine educational facilities.
 - e. Seafood retailing, wholesaling, packaging, and shipping.
 - f. Seafood processing for human consumption, subject to the performance standards applicable to the I-L zone as listed in Section 6.8.
 - g. Commercial marinas serving commercial and recreation boats located west of the eastern boundary of the parcel of land owned by the City of Portland pursuant to a deed from the State of Maine dated

February 1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26, provided that such facilities are located in areas that do not conflict with the navigation and handling of deepwater-dependent vessels accessing existing or potential deepwater berthing.

- h. Fish byproducts processing, provided that:
 - i. Any fish byproducts processing facility has a valid rendering facility license under Chapter 12 of the Portland City Code of Ordinances.
 - ii. Any fish byproducts facility shall employ current and appropriate odor control technology to eliminate or minimize detectable odors from such a process, and in no case shall odors exceed the odor limitation performance standards of the IM zone in Subsection 6.8.10.
 - iii. The processing other material wastes or byproducts shall not be deemed a lawful accessory use permitted herein.
- 2. *Commercial*
 - a. Structured parking available to the general public.
 - b. Professional, business, government and general offices uses in upper floors of structures constructed after September 18, 2006.
 - c. Passenger support services supporting a marine passenger use listed under Subsection 10.2.3(A). The total

ground floor area occupied by any combination of the following uses (regardless of ownership) shall not exceed 35% of the gross floor area of the principal associated marine passenger use and no more than 35,000 square feet cumulative within the EWPZ:

- i. Retail.
 - ii. Restaurants/food service other than street vendors.
 - iii. Retail service.
 - iv. Passenger information services.
- 3. *Industrial*. The following industrial uses are permitted provided that such uses shall conform to the IM zone performance standards set forth in Section 6.8 in addition to the performance standards of Subsection 10.2.8. Where redundant or contradictory performance standards exist, the more restrictive standard applies.
 - a. Non-marine-related warehousing in structures existing as of September 18, 2006.
 - b. Facilities for combined marine and general construction.
 - c. Low impact industrial uses as permitted in the IL zone in structures existing as of September 18, 2006, excluding all auto repair service facilities.
- 4. *Public*
 - a. Utility substations. Public utility substations, including but not limited to electrical transformers, sewage and stormwater pumps and telecommunication switching stations,

are permitted under the following conditions:

- i. The facility is located more than 100 feet from the water's edge.
 - ii. The facility occupies no more than 50 square feet of structure above ground.
 - iii. The facility provides no dedicated on-site parking and all subsurface elements of the facility are installed and operated such that land occupied by the facility is otherwise useable and made available for marine-related uses, including but not limited to parking, travel ways, and/or storage.
 - iv. The facility shall be sized, sited and screened to minimize visual impact and prominence from public ways.
- b. Maritime museums, limited to 5,000 square feet of ground floor footprint.

**Editor's Note - On-site parking for non-marine commercial and industrial uses are permitted as conditional uses subject to the following provisions.*

5. *Parking for non-marine uses.*
Notwithstanding Subsection 19.1.6 and Article 14 of this Land Use Code, no parking shall be allowed in this zone for non-marine uses unless the applicant can demonstrate that the number of parking spaces on-site exceeds the number of parking spaces needed to accommodate the demand for marine and water-dependent uses that are permitted by Subsections 10.2.3 and 10.2.4 which are or

may be located on the subject property.
(See editor's note below.) The remainder of parking required, if any, for such non-marine uses shall be provided off-site.

**Editor's Note - Vacant ground floor space should be considered to have a parking demand similar to other space housing an existing water-dependent use elsewhere on the subject property or on a comparable property.*

- D. The following use shall be permitted only upon the issuance of a conditional use permit subject to the provisions of Section 6.5, and any special provisions, standards, or requirements specified below:
 1. Wind energy systems.
 2. Solar energy systems.

10.2.5 Prohibited uses

Uses, whether floating or fixed to land, which are not enumerated in Subsections 10.2.3 or 10.2.4 as permitted or conditional uses are prohibited. Those uses that are specifically prohibited shall include, without limitation:

- A. Residential uses.
- B. Amusement/theme parks.
- C. Bulk freight facilities.
- D. On-site gambling casinos not accessory to and located aboard either a ferry or inter-port cruise ship.

10.2.6 Contract or conditional rezoning

In addition to those marine and non-marine uses authorized in Subsections 10.2.3 and 10.2.4, an applicant may apply to locate a non-marine use not otherwise permitted, if the reviewing body finds the applicant has met the standards of Subsection 10.2.2, the performance standards of Subsection 10.2.8, the applicable standards of



WATERFRONT ZONES

contract/conditional rezoning contained in Section 5.3, and conforms to the following requirements:

A. Standards for contract or conditional rezoning:

1. All non-marine uses are either permitted or conditionally permitted in the B-5 zone, and are not specifically prohibited in Subsection 10.2.5 above. Any hotel, inn, or other similar transient lodging establishment proposed must be located landward of the spring tide line and westerly of the extension of the India Street right-of-way.
2. The aggregate ground floor area of any development permitted hereunder located within 100 feet of the pier edge or working edge of the hardened shoreline shall be occupied by at least 50% of one or more marine uses set forth in Subsections 10.2.3 and 10.2.4. Note: the circulation areas and areas occupied for accessory parking serving marine uses shall not be used as the basis for calculating the 50% provision above.
3. The development is consistent with the Comprehensive Plan and without the non-marine use component authorized herein, the site could not otherwise support an economically viable water-dependent use.
4. The project's public benefits outweigh its potential negative impacts, provided that such public benefits include one or more of the following: protection of existing water-dependent uses, preservation of future water-dependent use development opportunities, contribution to the development of and/or on-going maintenance of the marine infrastructure for commercial vessels, and visual and

physical access to the waterfront for the general public.

5. The non-marine portion of the development will not significantly restrict air or light for marine uses located in the immediate vicinity; will not create significant adverse local climatic effects on marine uses such as an undue increase of winds or shadowing; and will not adversely affect the efficient operation of marine uses, such as by producing less efficient traffic, parking or circulation patterns.
6. The rezoning contains adequate provisions and/or conditions to ensure that on-site water-dependent infrastructure remains occupied by commercial marine use(s) listed in Subsections 10.2.3 and 10.2.4 and that said use is not abandoned after the project is developed.

- B.** Notwithstanding Subsection 10.2.8(H) and off-street parking standards of Article 14, all on-site parking constructed or used for non-marine uses allowed only by contract or conditional rezoning shall be subject to the conditional use provisions Subsection 10.2.4(C)(5). Additionally, the total amount of parking shall be established by the City Council in the conditional or contract rezoning agreement after consideration of the Planning Board's recommendation on the same.

10.2.7 Dimensional requirements.

In addition to the generally applicable provisions of Section 7.5 of this Land Use Code, lots in the EWPZ shall be subject to the following requirements:

- A. Minimum lot size:** None
B. Minimum frontage: None

C. Minimum yard dimensions:

1. *Front setback:* None
2. *Side setback:* None
3. *Rear setback:* None
4. *Setback from pier line:* Notwithstanding the above requirements, a minimum setback of 25 feet from the edge of any pier, wharf or working edge of the hardened shoreline shall be required for any structure, provided that marine offices, as defined in Section 10.2.3(B)(12), may be located up to five feet from the edge of any pier, wharf, or working edge of the hardened shoreline. The setback area may be utilized for water-dependent uses, and public uses and activities, subject to the provisions of Subsections 10.2.2 and 10.2.4, and shall not be utilized for ~~restaurant, drinking, or~~ other non water-dependent uses or for off-street parking. The edge of any pier, wharf or bulkhead shall include any attached apron(s).

OPTION B - DRAFT AMENDMENTS FOR PLANNING BOARD CONSIDERATION – 11/23/21

10 WATERFRONT ZONES

10.1 IN GENERAL

Portland's waterfront zones were developed to support a wide range of industries unique to the city's maritime environment that rely upon access to the working waterfront. Competing demands for limited access require a more exhaustive use list, specialized performance standards, and a unique set of dimensional restrictions that are unlike those of other zones. Given this high degree of specialization, Article 10 should generally be viewed in isolation from other articles within the Land Use Code, with the exception of waterfront-specific definitions, listed within Article 3. Uses specific to Article 10 may feature some degree of overlap with other defined uses allowed elsewhere within the city. However, in such instances, the use as referenced within this article shall control.

10.2 EASTERN WATERFRONT PORT ZONE (EWPZ)

10.2.1 Purpose

- A. The Eastern Waterfront Port Zone is created to nurture deepwater-dependent activity within the context of the established waterfront. The transport of goods and passengers by water is an important component of both the local and regional economies and this transport and other forms of marine industry are dependent upon land and piers with direct access to

Portland Harbor. Given the existing pier infrastructure, proximity to deep water, and urban context, Portland's Eastern Waterfront is uniquely situated to support a wide range of water-dependent industry and commerce through a variety of marine activities.

- B. The support and expansion of Portland's marine industry requires piers, uplands, and circulation consistent with the transportation purpose and use of marine facilities. The growth of Portland's marine passenger industry also requires supporting services and activities to provide a safe, convenient, and enjoyable travel experience for users of marine passenger facilities. Non-marine uses that complement the marine passenger industry, are compatible with existing and future water-dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged.
- C. The primary use of the deep-water resources must be for the berthing and support of large vessels. Non-marine uses that complement and support the deepwater infrastructure and do not conflict or compete for limited space with existing or anticipated deepwater-dependent uses are encouraged. Existing and future pier infrastructure and upland support areas should be designed and maintained to support a variety of marine uses and be responsive to future technologies and trends in the marine industry.
- D. Given the need to nurture and support deepwater-dependent uses and the need for non-deepwater-dependent uses to complement the marine passenger industry and to support the maintenance and repair of pier infrastructure, the Eastern Waterfront

Port Zone recognizes the following hierarchy of uses:

1. The first priority of this zone is to protect and nurture existing and potential deepwater-dependent uses (those uses requiring a minimum of 15 feet of water depth).
2. The second priority is to allow shallow water-dependent and other permitted marine uses, so long as they do not interfere with deepwater-dependent uses, either directly by displacement or indirectly by placing incompatible demands on the zone's infrastructure.
3. Other uses specified herein are allowed only if they do not interfere with and are not incompatible with higher priority uses.

10.2.2 No adverse impact on marine uses

No use shall be permitted, approved or established in this zone if it will have an impermissible adverse impact on future marine development opportunities. A proposed non-water-dependent component of a development will have an impermissible adverse impact if it will result in any one or more of the following:

- A. The proposed use will displace an existing water-dependent use.
- B. The proposed use will reduce existing commercial vessel berthing space.
- C. The proposed use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing

or other access to the water by water-dependent uses.

- D. The siting of a proposed use will substantially reduce or inhibit existing public access to marine or tidal waters.

10.2.3 Permitted uses

Subject to a determination that the proposed use meets the standards of Subsection 10.2.2, the following uses are permitted in the Eastern Waterfront Port Zone:

A. Marine passenger

1. Intermodal marine passenger facilities.
2. Cruise ship home port and port-of-call berthing and support.
3. International and domestic ferries.

B. Marine commercial

1. Transient and long-term commercial berthing.
2. Marine-related warehousing.
3. Marine-related construction, manufacturing, fabrication, salvage, and repair.
4. Storage and repair of fishing equipment.
5. Ship and other marine vessel construction, building, servicing, and repair.
6. Boat and marine equipment storage.
7. Harbor and marine supplies and services, chandleries, and ship supply such as fueling and bunkering of vessels.
8. Public, non-profit, or commercial marine transportation and excursion services, including captained charter services, sport fishing and water taxis.
9. Ship and off-shore support services, including but not limited to tug boats, pilot boats, and chandleries.

10. Facilities for marine pollution control, oil spill cleanup, and servicing of marine sanitation devices.

Marinas located east of the eastern boundary of the parcel of land owned by the City of Portland pursuant to a deed from the State of Maine dated February 1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26. Marinas may include food service where food or drink is prepared, served, kept, or stored for retail sale onsite if such food service does not exceed 1,000 square feet of total floor area and is within 75 feet of the principal marina building. Outdoor seating for marina food service shall be permitted within 75 feet of the principal marina building. Areas dedicated to food service shall be open to the general public, and shall not impede areas dedicated to pedestrian circulation.

Restaurants and food service establishments, including any storage or preparatory space, shall be permitted as accessory uses if such uses do not exceed 1,000 square feet of total interior floor area of the principal marina building and are within 100 feet of the principal marina building, provided pedestrian circulation is not unreasonably impaired and further provided that such accessory uses are open to the general public.

Marine office, including but not limited to offices of owners of marinas, wharves or their agents, and naval architects, and seafood brokers.

C. Commercial

1. Professional, business, government, and general office located in upper floors of structures existing as of September 18, 2006.

**Editor's Note - On-site parking for non-marine commercial uses are permitted as conditional uses subject to the provisions of Subsection 10.2.4.*

2. Temporary events, except festivals as otherwise governed under paragraph (3) listed below. Buildings, piers and lands within the EWPZ may be used for temporary public and private events including but not limited to exhibitions, conferences, meetings, and trade shows under the following conditions:
 - a. Temporary events occupying more than 10,000 square feet of building or outdoor space shall not exceed a combined total of 60 days between May 1st to October 31st.
 - b. No temporary event may continue for more than 14 days of continuous operation.
 - c. Any temporary event that anticipates more than 5,000 people in attendance on any single day must provide and be subject to a parking management plan. The parking management plan must be submitted for the review and approval of the public works authority at least 60 days prior to the first day of the event.

3. Festivals subject to City license.
4. Street vendors licensed pursuant to Chapter 19 of the City of Portland Code of Ordinances.

D. Public

1. Fire, police, and emergency services.
2. Governmental agency emergency operations/crisis centers.
3. Research, military and visiting attraction vessel berthing.
4. Landscaped pedestrian parks, plazas and other similar outdoor pedestrian spaces, including without limitation pedestrian and/or bicycle trails.

E. Other

1. A facility for non-profit organizations whose facility may include offices, classrooms, equipment, equipment rentals, storage, and bathrooms for the public.

10.2.4 Conditional uses

- A.** The following uses shall be permitted as conditional uses in the Eastern Waterfront Port Zone, provided that, notwithstanding Subsection 6.5.1, or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the review authority, and provided further that in addition to the provisions of Subsection 6.5.2, such uses will not impede or preclude existing or potential water-dependent development within the zone, will allow for adequate right-of-way access to the water, are compatible with marine uses, and meet all additional standards set forth below.

B. Conditional use standards

1. *Marine compatibility.* The proposed use shall be compatible with existing and

potential marine uses in the vicinity, as required by Subsection 10.2.8(M) and (N).

2. *Parking and traffic circulation.* All applications for conditional use in the EWPZ shall submit a parking and circulation plan for review and approval by the Planning Board. The parking and circulation plan shall show the location of all existing and proposed structures, travel ways, and parking under the common ownership and/or control of the subject pier or property. The plan shall demonstrate that the parking and circulation of the conditional use does not interfere with the functional marine utility of the property and otherwise meets the standards and conditions of the EWPZ.

C. Conditional uses

1. *Marine*
 - a. Marine products, wholesaling, and retailing.
 - b. Ice-making services.
 - c. Marine freight facilities providing service for, and/or intermodal transfer of, container and breakbulk freight.
 - d. Marine educational facilities.
 - e. Seafood retailing, wholesaling, packaging, and shipping.
 - f. Seafood processing for human consumption, subject to the performance standards applicable to the I-L zone as listed in Section 6.8.
 - g. Commercial marinas serving commercial and recreation boats located west of the eastern boundary of the parcel of land owned by the City of Portland pursuant to a deed from the State of Maine dated

February 1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26, provided that such facilities are located in areas that do not conflict with the navigation and handling of deepwater-dependent vessels accessing existing or potential deepwater berthing.

- h. Fish byproducts processing, provided that:
 - i. Any fish byproducts processing facility has a valid rendering facility license under Chapter 12 of the Portland City Code of Ordinances.
 - ii. Any fish byproducts facility shall employ current and appropriate odor control technology to eliminate or minimize detectable odors from such a process, and in no case shall odors exceed the odor limitation performance standards of the IM zone in Subsection 6.8.10.
 - iii. The processing other material wastes or byproducts shall not be deemed a lawful accessory use permitted herein.
2. *Commercial*
 - a. Structured parking available to the general public.
 - b. Professional, business, government and general offices uses in upper floors of structures constructed after September 18, 2006.
 - c. Passenger support services supporting a marine passenger use listed under Subsection 10.2.3(A). The total ground floor area occupied by any combination of the following uses (regardless of ownership) shall not exceed 35% of the gross floor area of the principal associated marine passenger use and no more than 35,000 square feet cumulative within the EWPZ:
 - i. Retail.
 - ii. Restaurants/food service other than street vendors.
 - iii. Retail service.
 - iv. Passenger information services.
3. *Industrial*. The following industrial uses are permitted provided that such uses shall conform to the IM zone performance standards set forth in Section 6.8 in addition to the performance standards of Subsection 10.2.8. Where redundant or contradictory performance standards exist, the more restrictive standard applies.
 - a. Non-marine-related warehousing in structures existing as of September 18, 2006.
 - b. Facilities for combined marine and general construction.
 - c. Low impact industrial uses as permitted in the IL zone in structures existing as of September 18, 2006, excluding all auto repair service facilities.
4. *Public*
 - a. Utility substations. Public utility substations, including but not limited to electrical transformers, sewage and stormwater pumps and telecommunication switching stations,

are permitted under the following conditions:

- i. The facility is located more than 100 feet from the water's edge.
 - ii. The facility occupies no more than 50 square feet of structure above ground.
 - iii. The facility provides no dedicated on-site parking and all subsurface elements of the facility are installed and operated such that land occupied by the facility is otherwise useable and made available for marine-related uses, including but not limited to parking, travel ways, and/or storage.
 - iv. The facility shall be sized, sited and screened to minimize visual impact and prominence from public ways.
- b. Maritime museums, limited to 5,000 square feet of ground floor footprint.

**Editor's Note - On-site parking for non-marine commercial and industrial uses are permitted as conditional uses subject to the following provisions.*

5. *Parking for non-marine uses.*
Notwithstanding Subsection 19.1.6 and Article 14 of this Land Use Code, no parking shall be allowed in this zone for non-marine uses unless the applicant can demonstrate that the number of parking spaces on-site exceeds the number of parking spaces needed to accommodate the demand for marine and water-dependent uses that are permitted by Subsections 10.2.3 and 10.2.4 which are or

may be located on the subject property. (See editor's note below.) The remainder of parking required, if any, for such non-marine uses shall be provided off-site.

**Editor's Note - Vacant ground floor space should be considered to have a parking demand similar to other space housing an existing water-dependent use elsewhere on the subject property or on a comparable property.*

- D. The following use shall be permitted only upon the issuance of a conditional use permit subject to the provisions of Section 6.5, and any special provisions, standards, or requirements specified below:
 1. Wind energy systems.
 2. Solar energy systems.

10.2.5 Prohibited uses

Uses, whether floating or fixed to land, which are not enumerated in Subsections 10.2.3 or 10.2.4 as permitted or conditional uses are prohibited. Those uses that are specifically prohibited shall include, without limitation:

- A. Residential uses.
- B. Amusement/theme parks.
- C. Bulk freight facilities.
- D. On-site gambling casinos not accessory to and located aboard either a ferry or inter-port cruise ship.

10.2.6 Contract or conditional rezoning

In addition to those marine and non-marine uses authorized in Subsections 10.2.3 and 10.2.4, an applicant may apply to locate a non-marine use not otherwise permitted, if the reviewing body finds the applicant has met the standards of Subsection 10.2.2, the performance standards of Subsection 10.2.8, the applicable standards of

contract/conditional rezoning contained in Section 5.3, and conforms to the following requirements:

A. Standards for contract or conditional rezoning:

1. All non-marine uses are either permitted or conditionally permitted in the B-5 zone, and are not specifically prohibited in Subsection 10.2.5 above. Any hotel, inn, or other similar transient lodging establishment proposed must be located landward of the spring tide line and westerly of the extension of the India Street right-of-way.
2. The aggregate ground floor area of any development permitted hereunder located within 100 feet of the pier edge or working edge of the hardened shoreline shall be occupied by at least 50% of one or more marine uses set forth in Subsections 10.2.3 and 10.2.4. Note: the circulation areas and areas occupied for accessory parking serving marine uses shall not be used as the basis for calculating the 50% provision above.
3. The development is consistent with the Comprehensive Plan and without the non-marine use component authorized herein, the site could not otherwise support an economically viable water-dependent use.
4. The project's public benefits outweigh its potential negative impacts, provided that such public benefits include one or more of the following: protection of existing water-dependent uses, preservation of future water-dependent use development opportunities, contribution to the development of and/or on-going maintenance of the marine infrastructure for commercial vessels, and visual and

physical access to the waterfront for the general public.

5. The non-marine portion of the development will not significantly restrict air or light for marine uses located in the immediate vicinity; will not create significant adverse local climatic effects on marine uses such as an undue increase of winds or shadowing; and will not adversely affect the efficient operation of marine uses, such as by producing less efficient traffic, parking or circulation patterns.
6. The rezoning contains adequate provisions and/or conditions to ensure that on-site water-dependent infrastructure remains occupied by commercial marine use(s) listed in Subsections 10.2.3 and 10.2.4 and that said use is not abandoned after the project is developed.

- B.** Notwithstanding Subsection 10.2.8(H) and off-street parking standards of Article 14, all on-site parking constructed or used for non-marine uses allowed only by contract or conditional rezoning shall be subject to the conditional use provisions Subsection 10.2.4(C)(5). Additionally, the total amount of parking shall be established by the City Council in the conditional or contract rezoning agreement after consideration of the Planning Board's recommendation on the same.

10.2.7 Dimensional requirements.

In addition to the generally applicable provisions of Section 7.5 of this Land Use Code, lots in the EWPZ shall be subject to the following requirements:

- A. Minimum lot size:** None
- B. Minimum frontage:** None

C. Minimum yard dimensions:

1. *Front setback:* None
2. *Side setback:* None
3. *Rear setback:* None
4. *Setback from pier line:* Notwithstanding the above requirements, a minimum setback of 25 feet from the edge of any pier, wharf or working edge of the hardened shoreline shall be required for any structure, provided that marine offices, as defined in Section 10.2.3(B)(12), may be located up to five feet from the edge of any pier, wharf, or working edge of the hardened shoreline. The setback area may be utilized for water-dependent uses, and public uses and activities, subject to the provisions of Subsections 10.2.2 and 10.2.4, and shall not be utilized for ~~restaurant, drinking, or~~ other non water-dependent uses or for off-street parking. The edge of any pier, wharf or bulkhead shall include any attached apron(s).

June 29, 2021

Matt Grooms, Planner
City of Portland
Portland City Hall
389 Congress Street
Portland, ME 04101

**Re: Eastern Waterfront Port Zone
Zoning Text Amendment Application
Fore Points Marina, 1 Marina Way, Portland, ME**

Dear Matt,

On behalf of PF Marina LLC, Portland Foreside Development Company is pleased to submit this package of materials for a proposed Zoning Text Amendment related to the Eastern Waterfront Port Zone and the property located at 1 Marina Way, Portland, ME, Fore Points Marina (FPM). Thank you to the City of Portland Planning Department for working with us in advance of this application to help make sure that our proposed Zoning Text Amendment aligns well with the City's existing Land Use Code and Comprehensive Plan.

Fore Points Marina

Located in the Eastern Waterfront Port Zone (EWPZ), FPM opened for business for its first partial season in 2019. The 2020 season was the first full season which included welcoming seasonal slip holders, transient boaters from the Casco Bay area and beyond, and larger sailboats and yachts.

Zoning Text Amendment Request

Presently, the EWPZ contains property from only two landowners, the City of Portland and FPM. The EWPZ allows for restaurant/food service; however, this allowance is currently tied to marine passenger use facilities, including:

1. Intermodal marine passenger facilities.
2. Cruise ship home port and port-of-call berthing and support.
3. International and domestic ferries.

The language also restricts this use to equal or less than 35% of the gross floor area of the principal associated marine passenger use and no more than 35,000 gsf cumulative in the EWPZ.

We seek a Text Amendment to **Section 10.2.3(B)(11) and Section 10.2.7(C)(4)** of the City of Portland's Land Use Code to allow for restaurants and food service establishments in the EWPZ so long as they are directly associated with a marina facility and also open to the general public. This requested Zoning Text Amendment is consistent with the City of Portland's Comprehensive Plan, Portland's Plan 2030; further detail is provided in Attachment E. The proposed amendment is consistent with uses already conditionally allowed in the EWPZ, and ensures that these uses are directly associated with and in the immediate proximity of marina facilities. The limited

extent of EWPZ land area and the makeup of land ownership in the zone, solely consisting of the City and FPM, affords a strong level of predictability for the outcome of this amendment.

Portland Land Use Code Context

The City of Portland's Land Use Code acknowledges that the growth of Portland's marine passenger industry requires supporting services and activities to provide an enjoyable travel experience. It states that ***"non-marine uses that complement the marine passenger industry, are compatible with existing and future-water dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged."***

In the EWPZ, there is a hierarchy of uses that focus on deep-water-dependent uses and shallow-water-dependent uses, followed by other uses only if they do not interfere with and are not incompatible with higher priority uses.

The proposed Zoning Text Amendment does not interfere with any deep-water or shallow-water-dependent uses and, in fact complements and supports higher priority uses by further attracting transient and seasonal boat activity to the site, intermixed with public usage and enjoyment. Numerous marinas throughout the State of Maine provide food and beverage service for their guests and to the public. This mix of use (marina and food/beverage) is successful in these communities as it opens private marina facilities to the public and community as a whole. Food/beverage use at FPM, which will be open and inviting to the public, allows for the community to enjoy a waterfront location which could otherwise be reserved solely for marina guests.

Our package is intended to meet the City's submission requirements for a Zoning Text Amendment application and includes the following:

- Application Form
- Right, Title & Interest
- Vicinity Map
- Proposed Zoning Text Amendment
- Consistency with City Comprehensive Plan Narrative

Thank you for your consideration and we look forward to speaking with you about this Zoning Text Amendment request.

Sincerely,



David A. Senus, PE
Director of Planning & Design



Zoning Map/Text Amendment Application Portland, Maine

Planning and Urban Development Department
Planning Division and Planning Board

Portland's Planning and Urban Development Department coordinates the development review process for requests for zoning map amendments, zoning text amendments and contract or conditional rezoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. The **Application Process for a Zone Change** is summarized below under Section I and the associated costs for reviews are found under Section II, **Development Review Fees, Public Notices and Guarantees**, and are listed on the fee structure sheet.

I. APPLICATION SUBMITTAL

Pre-application meeting

Prior to submitting a zoning amendment application, the Planning Division recommends that the applicant or the designated representative schedule a pre-application meeting to discuss the review process and applicable standards for a proposal. Please contact Barbara Barhydt, Development Review Services Manager at 874-8699 to schedule a meeting.

Zoning Amendment Application

All plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

- Submit one (1) complete paper set of the zoning amendment application with a concept plan and a written narrative. Contract and conditional rezoning applications must include site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Applications may be submitted between 8 a.m. and 4:30 p.m. Monday through Friday at the Planning Division on the 4th floor of City Hall, 389 Congress Street, Portland.
- All applications are processed in the order in which they are received.
- In order for the Planning Division's Administrative Staff to accept and log-in an application, the application form must be complete, it shall be signed by the applicant's or the applicant's designated representative, and all applicable fees paid at the time of submittal.
- The Land Use Code is available on the City's website at www.portlandmaine.gov.
- If the application is found to be incomplete, the applicant will be informed in writing of the required plans and materials.

II. DEVELOPMENT REVIEW FEES, PUBLIC NOTICES AND GUARANTEES

Zoning Application Fees

- Each application must be submitted with the applicable fees as listed in the fee structure on page 4. The fees cover general administrative processing costs.
- Application fees may be paid in cash or by check (addressed to the City of Portland).
- An application will not be processed without the required application fees.

Fee for City Review Services

- The City of Portland charges fees for service to cover the cost of reviews by Planning and Legal staff members. The charges will be billed at an hourly rate and will be invoiced monthly for reimbursement.
- Current billing rates: Planning services, \$40.00/ hour and Legal services: \$75.00/hour.

Fee for Third Party Review

- Portland contracts with local engineering firms to conduct engineering reviews of development proposals. The direct cost of all engineering services or third-party consultant reviews, such as the civil engineering review of stormwater management plans, traffic impact reviews and such other reviews as required under the City's Ordinances, will be included in the monthly invoices for reimbursement.

Public Notices

- Public notices must be sent to property owners within 500 for all proposals at the time an application is received. Zoning map amendments for Industrial zones require notices to be sent to property owners within 1,000 feet.
- In advance of a Planning Board workshop or public hearing, public notices for projects must be sent to property owners and are posted in a legal ad in the Portland Press Herald and on the City's web site.
- In addition, zoning map amendments, text amendments and conditional rezoning agreements require individual notices to be posted in the Portland Press Herald.
- The Planning Division mails public notices and posts notices in the newspaper. The applicant will be billed for actual or apportioned costs for advertising and sending mailed notices.
- The applicant is required to hold a neighborhood meeting under the City's regulations for zone change requests. The mailing labels must be purchased from the Planning Division for the neighborhood meeting invitation. A request for labels requires a minimum of two business days to generate the mailing labels and a charge of \$1.00 per sheet will be payable upon receipt of the labels.

Third Party Review Fees

- Engineer and Third Party Review Fees - The fees are assessed by the Consulting Engineers and Third Party Reviewers.
- Inspection Fee - This fee is 2% of the Performance Guarantee or as assessed by Planning or Public Works Engineer with \$300.00 being the minimum.

Noticing/Advertisements Planning Board/City Council Review

- Legal Advertisement: Percent of total bill
- Notices: .75 cents each
(notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council)

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT ADDRESS: Fore Points Marina, 1 Marina Way, Portland, ME 04101

CHART/BLOCK/LOT: Map 18, Lot A002

DESCRIPTION OF PROPOSED ZONE CHANGE AND PROJECT:

This Zoning Text Amendment is to modify Section 10.2.3.B.12 to allow for restaurants and food service establishments with outside dining at a marina office or facility as permitted uses, by right in the Eastern Waterfront Port Zone.

CONTACT INFORMATION:

	Applicant's Contact for electronic plans Name: Mary McCrann, AICP e-mail Address mcm@portlandforeside.com work # 207-318-4806
Applicant – must be owner, Lessee or Buyer Name: PF Marina LLC Business Name, if applicable: Fore Points Marina Address: 1 Marina Way City/State : Portland, ME Zip Code:	Applicant Contact Information Work # 207.517.1100 Home# Cell # Fax# e-mail: cwp@portlandforeside.com
Owner – (if different from Applicant) Name: Same Address: City/State : Zip Code:	Owner Contact Information Work # Same Home# Cell # Fax# e-mail:
Agent/ Representative Name: None Address: City/State : Zip Code:	Agent/Representative Contact information Work # None Cell # e-mail:
Billing Information Name: Chris Burchill Address: 254 Commercial Street, Suite 118 City/State : Portland, ME Zip Code: 04101	Billing Information Work # 207.517.1100 Cell # Fax# e-mail: accounting@portlandforeside.com
Engineer Name: Not Applicable Address: City/State : Zip Code:	Engineer Contact Information Work # Not Applicable Cell # Fax# e-mail:

Surveyor Name: Not Applicable Address: City/State : Zip Code:	Surveyor Contact Information Work # Not Applicable Cell # Fax# e-mail:
Architect Name: Not Applicable Address: City/State : Zip Code:	Architect Contact Information Work # Not Applicable Cell # Fax# e-mail:
Attorney Name: Mary Costigan, Bernstein Shur Address: 100 Middle Street City/State : Portland, ME Zip Code: 04101	Attorney Contact Information Work # 207-774-1200 Cell # Fax# e-mail: mcostigan@bernsteinshur.com

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

Eastern Waterfront Port Zone
Please see the attached deed and survey identifying the applicant's right, title and interest in the subject property.

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

Existing Use: Describe the existing use of the subject property:

The subject property is currently used by Fore Points Marina as a marina facility for recreational boaters including dockage, a marina office, restrooms, laundry and outdoor space for gathering.

Current Zoning Designation(s):

Eastern Waterfront Port Zone

Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

The proposed use of the property will remain the same as the existing use of the property - to serve Fore Points Marina and marina guests as a recreational boating facility. With this zoning text amendment, restaurants/food service would be permitted by right in lieu of the temporary event category.

Site Plan: On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1' = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

There are no improvements to a Site Plan being proposed as part of this zoning text amendment application.

APPLICATION FEE:

Check the type of zoning review that applies. Payment may be made in cash or check payable to the City of Portland.

Zoning Map Amendment ____ \$2,000.00 (from ____ zone to ____ zone)	Fees Paid (office use) ____	The City invoices separately for the following: • Notices (\$.75 each) (notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.
Zoning Text Amendment <u>X</u> \$2,000.00 (to Section 14- 10.2.3.B.12 (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (<u>example</u>) and language to be added is depicted as underline (<u>example</u>))	____	
Combination Zoning Text Amendment and Zoning Map Amendment ____ \$3,000.00	____	
Conditional or Contract Zone ____ \$3,000.00 (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)	____	

Signature of Applicant:	Date:
--------------------------------	--------------

Further Information

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

SHORT FORM QUITCLAIM DEED WITH COVENANT

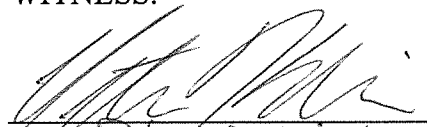
DLN: **1001840028303**

CPB2 I LLC (formerly known as **CPB2 LLC**), a Delaware limited liability company, with a mailing address of 254 Commercial Street, Suite 118, Portland, Maine 04101 (the "Grantor"), FOR CONSIDERATION PAID, grants to **PF MARINA LLC**, a Maine limited liability company, with a mailing address of 254 Commercial Street, Suite 118, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, situated southerly of but not adjacent to Fore Street, in the City of Portland, County of Cumberland and State of Maine, more particularly described on **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, CPB2 I LLC has caused this instrument to be executed by Casey W. Prentice, Manager of CPB2 Management LLC, Manager of CPB2 I LLC, thereunto duly authorized, this 29 day of May, 2018.

as of

WITNESS:


Name: Peter D. Klein

State of Maine
County of Cumberland, ss.

CPB2 I LLC

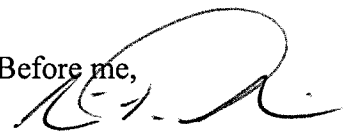
By: CPB2 Management LLC, Manager

By: 
Casey W. Prentice, Manager

May 24, 2018

PERSONALLY APPEARED the above-named Casey W. Prentice, Manager of CPB2 Management LLC, Manager of CPB2 I LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability companies.

Before me,



Notary Public/Attorney at Law
Print Name: Christopher Devlin
Commission Expires:

EXHIBIT A

A certain lot or parcel of land situated southerly of but not adjacent to Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the northerly line of land of the State of Maine at the most easterly corner of land of CPB2 as described in deed book 30879, page 75;

Thence, S 46°23'41" E along land of the State of Maine 50.23 feet to the point of beginning;

Thence, the following courses and distances along land of the State of Maine:

S 46°23'41" E 56.23 feet;

S 45°50'49" W 27.46 feet;

S 61°40'11" W 94.07 feet;

S 46°50'49" W 475.00 feet;

S 23°05'49" W 60.00 feet;

S 48°05'49" W 120.00 feet;

N 41°54'41" W 8.00 feet;

S 48°04'56" W 150.00 feet to land of said City of Portland;

Thence, N 42°54'21" W along land of said City of Portland 5.00 feet;

Thence, N 48°03'05" E a distance of 74.90 feet;

Thence, N 41°37'32" W a distance of 25.00 feet;

Thence, N 61°02'10" E a distance of 5.79 feet;

Thence, N 48°05'49" E a distance of 215.52 feet;

Thence, N 39°58'09" E a distance of 25.10 feet;

Thence, N 46°50'49" E a distance of 478.88 feet;

Thence, N 38°07'23" E a distance of 115.79 feet to the point of beginning.

The Grantor also conveys to the Grantee, its successors and assigns, (a) the perpetual, nonexclusive right and easement on, over and across the streets, driveways and other travel ways now existing or hereafter constructed on the remaining land of the Grantors' property, as described in deed from The Portland Company to CPB2 LLC dated April 1, 2014 and recorded at Cumberland County Registry of Deeds in Book 31425, Page 267 and in Trustee's Deed from Elizabeth M. Sprague, Eric Thomas Sprague and Phineas M. Sprague, Trustees of the Buena Vista Trust, dated April 19, 2013 and recorded at Cumberland County Registry of Deeds in Book 30879, Page 75 (collectively, the "Grantor's Land"), for ingress and egress between (i) the Grantee's Land (as defined below) and (ii) the public streets currently known as Fore Street and Thames Street (as the same may be extended, modified and/or altered from time to time), for

WORKSITE_ACTIVE:10166625.4

pedestrians and all types of vehicles, (b) the perpetual, nonexclusive right and easement under, on, over and across Grantor's Land to install, lay, construct, operate, maintain, repair, replace and remove the utility lines, conduits, pipes and related facilities that now or hereafter serve the Grantee's Land, including, without limitation, those related to gas, electricity, cable, fiber optics, telephone, telecommunications, sewer, water, storm, and drainage, and (c) the perpetual, nonexclusive right to use, in common with others, the Grantee's allocable share of the parking spaces now existing or hereafter constructed on Grantor's Land, subject to the terms and conditions adopted by the Grantor from time to time (the easements described in clauses (a) and (b) and the parking rights described in clause (c) being hereinafter collectively referred to as "Rights"), provided that any such acts shall be performed at the Grantee's sole cost and expense in such a manner as to reasonably minimize the interference with the Grantor's use and enjoyment of the Grantor's Land, and that the location of such future utility lines, conduits, pipes and related facilities under, on, over and across the Grantor's Land is subject to the prior written approval of the Grantor, which approval shall not be unreasonably withheld, delayed or conditioned. The Rights, all rights incidental thereto, are for the benefit of and are intended to be appurtenant to the property herein conveyed (the "Grantee's Land").

Together with the appurtenant rights and easements to cross the "Rail-Trail Corridor" described in Indenture Deed by and between Maine Department of Transportation and Phineas Sprague dated August 30, 1993 and recorded at Cumberland County Registry of Deeds in Book 10924, Page 97.

The Grantee's Land is being conveyed subject to the terms and conditions of the Boating Infrastructure Grant Program Agreement between the Maine Department of Transportation and CPB2 LLC dated December 30, 2016 (the "BIG Agreement") and assigned by CPB2 I LLC (formerly known as CPB2 LLC) to PF Marina LLC through the execution of an Assignment and Assumption Agreement of even date herewith, for a period of twenty (20) years from the date of completion of the Fore Street Marina described in the BIG Agreement, as further evidenced in a Notice of Grant Agreement executed by PF Marina LLC of even date herewith to be recorded at the Cumberland County Registry of Deeds.

For Grantor's source of title see deed from The Portland Company to CPB2 LLC dated April 1, 2014 and recorded at Cumberland County Registry of Deeds in Book 31425, Page 267. Reference is made to Affidavit dated March 21, 2018 and recorded at Cumberland County Registry of Deeds in Book 34737, Page 327.

WORKSITE_ACTIVE:10166625.4

Received
Recorded Register of Deeds
May 29, 2018 03:37:53P
Cumberland County
Nancy A. Lane

SHORT FORM QUITCLAIM DEED WITH COVENANT
DLN: **1002140130067**

CPB2 I LLC (formerly known as CPB2 LLC), a Delaware limited liability company, with a mailing address of 254 Commercial Street, Suite 118, Portland, Maine 04101 (the "Grantor"), FOR CONSIDERATION PAID, grants to **PF MARINA LLC**, a Maine limited liability company, with a mailing address of 1 Marina Way, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, situated southerly of but not adjacent to Fore Street, in the City of Portland, County of Cumberland and State of Maine, more particularly described on **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, CPB2 I LLC has caused this instrument to be executed by Casey W. Prentice, Manager of CPB2 Management LLC, Manager of CPB2 I LLC, thereunto duly authorized, this 22 day of January, 2021.

WITNESS:

Richard W. Prentice
Name:

CPB2 I LLC

By: CPB2 Management LLC, Manager

By: Casey W. Prentice, Manager

State of Maine
County of Cumberland, ss.

January 22, 2021

PERSONALLY APPEARED the above-named Casey W. Prentice, Manager, of CPB2 Management LLC, Manager of CPB2 I LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability companies.

Before me,

Marion S. Logan
Notary Public/Attorney at Law

Print Name:

Commission Expires

MARION S. LOGAN
Notary Public, Maine
My Commission Expires March 23, 2021

EXHIBIT A

A certain lot or parcel of land situated southerly of but not adjacent to Fore Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the northerly line of land of the State of Maine at the most easterly corner of land of CPB2 I LLC as described in deed Book 30879, Page 75;

Thence, S 46°23'41" E along land of State of Maine 50.12 feet to the point of beginning;

Thence, S 46°23'41" E continuing along land of State of Maine 0.11 feet to land now or formerly of PF Marina as described in deed Book 34869, Page 50;

Thence, the following courses and distances along said PF Marina:

S 38°07'23" W a distance of 115.79 feet;

S 46°50'49" W a distance of 478.88 feet;

S 39°58'09" W a distance of 25.10 feet;

S 48°05'49" W a distance of 215.52 feet;

S 61°02'10" W a distance of 5.79 feet;

S 41°37'32" E a distance of 25.00 feet;

S 48°03'05" W a distance of 74.90 feet to land now or formerly of City of Portland;

Thence, N 42°54'21" W along land of said City of Portland 69.89 feet to land now or formerly of State of Maine as described in Book 10924, Page 91;

Thence, N 52°46'49" E along land of said State of Maine 225.10 feet;

Thence, N 47°33'49" E continuing along land of State of Maine 690.74 to the point of beginning, containing 24,434 s.f. or 0.56 acres, more or less.

Together with the appurtenant rights and easements to cross the "Rail-Trail Corridor" described in Indenture Deed by and between Maine Department of Transportation and Phineas Sprague dated August 30, 1993 and recorded at Cumberland County Registry of Deeds in Book 10924, Page 97.

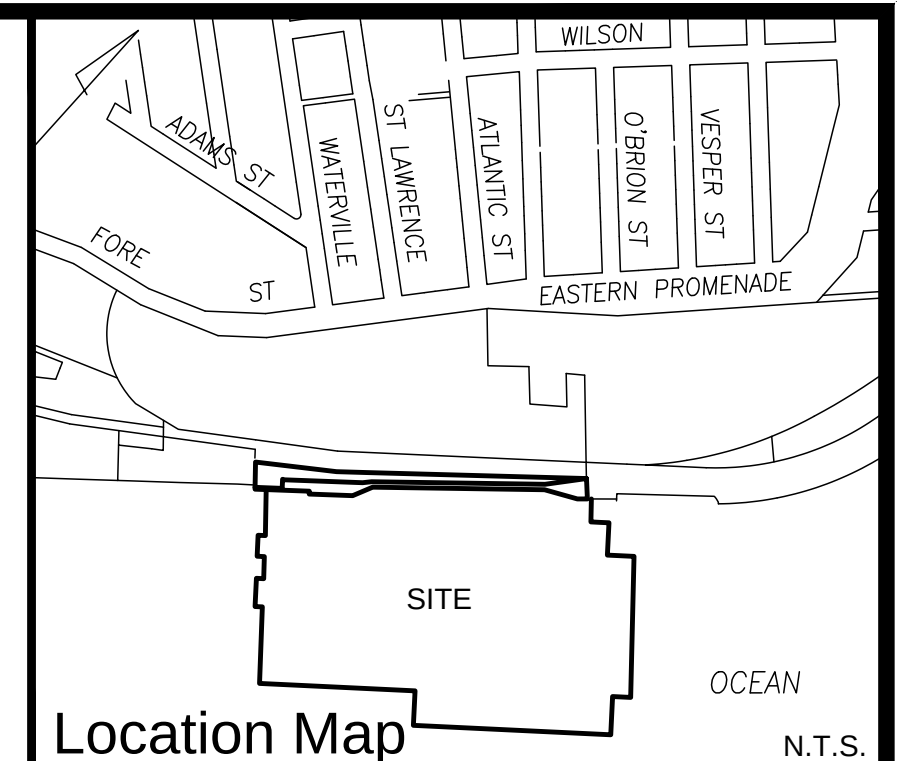
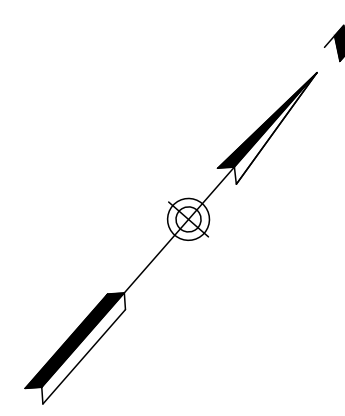
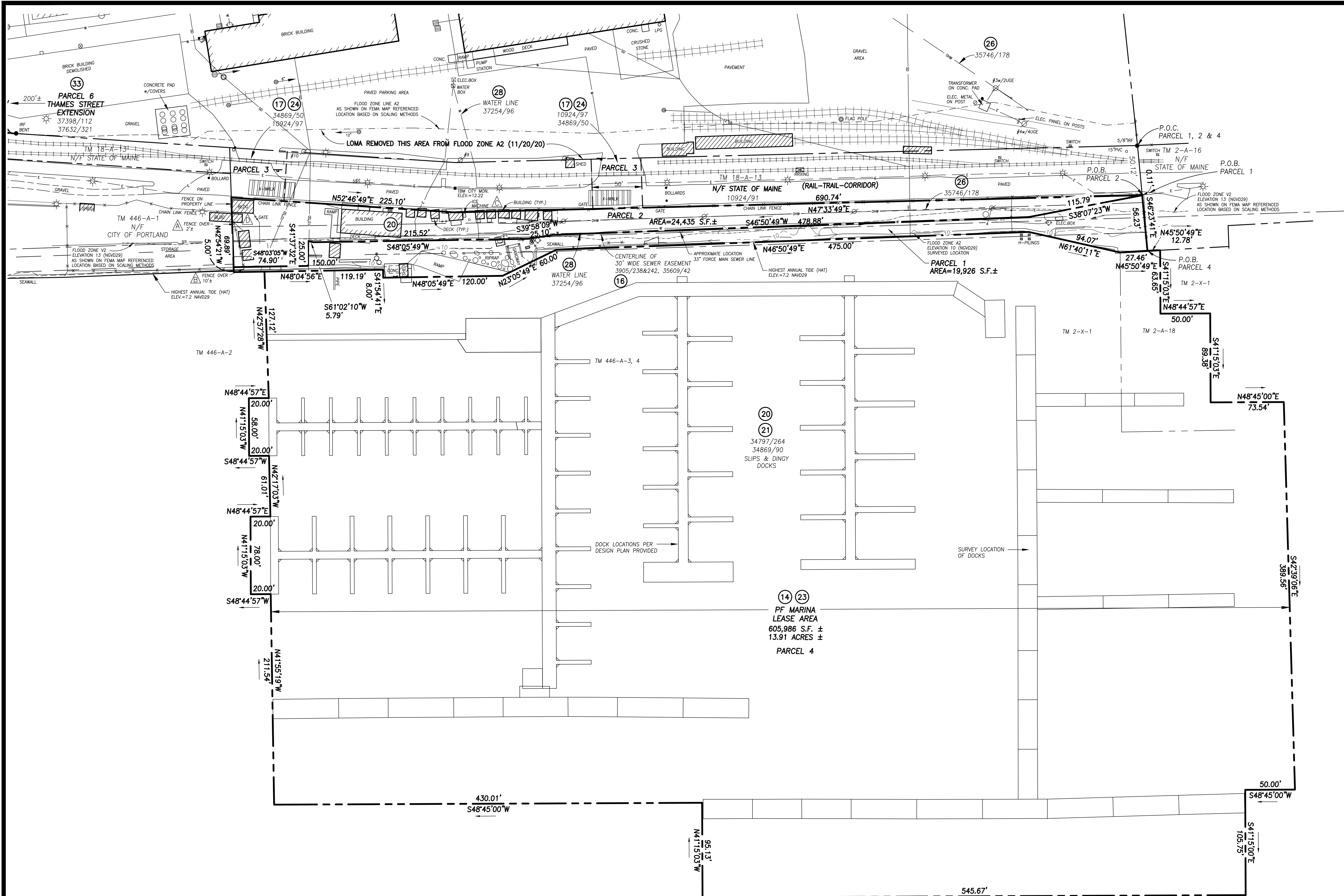
The real property conveyed in this Deed is SUBJECT TO the rights, easements, covenants, restrictions, encumbrances, terms and conditions set forth in the instruments listed on **Exhibit B** attached hereto and made a part hereof.

For Grantor's source of title see deed from The Portland Company to CPB2 LLC dated April 1, 2014 and recorded at Cumberland County Registry of Deeds in Book 31425, Page 267. Reference is made to Affidavit dated March 21, 2018 and recorded at Cumberland County Registry of Deeds in Book 34737, Page 327.

EXHIBIT B

EXCEPTIONS

1. Rights and easements granted by Canadian National Railway Company to Portland Water District by instruments dated September 2, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3905, Page 238 and in Book 3905, Page 242, as affected by Easement Modification Agreement dated April 29, 2019 and recorded in the Cumberland County Registry of Deeds in Book 35609, Page 42.
2. Terms, provisions, obligations, exceptions, covenants, reservations, and agreements described in Indenture by and between Maine Department of Transportation and Phineas Sprague, Jr. dated August 30, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10924, Page 97.
3. Rights, easements, terms, conditions and agreemenet described in Deed from CPB2 I LLC to PF Marina LLC dated May 29, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34869, Page 50.
4. Rights and easements granted by CPB2 I LLC to Central Maine Power Company and Northern New England Telephone Operations LLC by instrument dated April 4, 2019 and recorded in the Cumberland County Registry of Deeds in Book 35746, Page 178.
5. Memorandum of Agreement by and between Portland Water District and CPB2 LLC dated August 31, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37254, Page 96.



Plan References

- "BOUNDARY & TOPOGRAPHY SURVEY AT 58 FORE STREET, PORTLAND, MAINE MADE FOR WOODARD & CURRAN" AUGUST 29, 2016, REVISED OCT. 3, 2016 BY OWEN HASKELL, INC.
- "ALTA/ACSM LAND TITLE SURVEY, 58 FORE STREET, PORTLAND, MAINE MADE FOR CPB2 LLC" BY OWEN HASKELL, INC. DATED MAY 22, 2013.
- "ALTA/ACSM LAND TITLE SURVEY, 58 FORE STREET, PORTLAND, MAINE MADE FOR PF MARINA LLC" BY OWEN HASKELL, INC. DATED MAY 22, 2018 AND PLAN OF PF MARINA LEASE AREA AT 58 FORE STREET, PORTLAND, MAINE MADE FOR PF MARINA LLC BY OWEN HASKELL, INC. DATED MAY 17, 2018 AS REVISED ON JANUARY 22, 2019.
- "ALTA/ACSM LAND TITLE SURVEY, 58 FORE STREET, PORTLAND, MAINE MADE FOR PF ONE DEVCO LLC AND PF LAND LLC" BY OWEN HASKELL, INC. DATED MARCH 4, 2020 LAST REVISED NOVEMBER 5, 2020.
- "SUBDIVISION PLAT, PORTLAND FORESIDE, THAMES STREET & FORE STREET, PORTLAND, MAINE MADE FOR OWNER OF RECORD, CPB2 I LLC," BY OWEN HASKELL INC. DATED FEBRUARY 13, 2020 AND RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 220, PAGE 65.
- "AMENDED SUBDIVISION PLAT, PORTLAND FORESIDE, THAMES STREET AND FORE STREET, PORTLAND MAINE, MADE FOR OWNER OF RECORD, PF ONE DEVCO LLC AND PF LAND LLC" BY OWEN HASKELL, INC. DATED NOVEMBER 20, 2020 AND RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 220, PAGE 446.

General Notes

- OWNERS OF RECORD:
PARCELS ONE & THREE: PF MARINA LLC
C.C.R.D. BOOK 34869 PAGE 50
PARCEL TWO: PF MARINA LLC
C.C.R.D. BOOK 37742, PAGE 208
- PARCEL IS SHOWN AS LOT 2 BLOCK A ON THE CITY OF PORTLAND'S ASSESSORS MAP 18.
- BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATES WEST ZONE NAD83.
CITY POINTS: T-113-80-206 N:302687.77 E:2932345.31
T-113-12-111 N:302722.13 E:2933029.45
- UTILITIES SHOWN HEREON ARE BASED ON OBSERVED EVIDENCE ONLY OF SURFACE FEATURES. THE SURVEYED PROPERTY IS SERVED BY PUBLIC WATER, ELECTRICAL, COMMUNICATIONS SERVICES AND PUBLIC SEWER FROM LOCATIONS IN FORE STREET.
- THE SURVEYED PROPERTY DEPICTED HEREON IS THE SAME PROPERTY DESCRIBED ON EXHIBIT A OF THE CATIC COMMITMENT NO. 123120-01 AND CONTAIN NO GAPS OR GORES BETWEEN THE COMMON BOUNDARY LINE OF EACH PARCEL.

- ### Legend
- IRON PIPE OR ROD FOUND
 - UTILITY POLE
 - MANHOLE
 - CATCH BASIN
 - HYDRANT
 - SS — SANITARY SEWER
 - W — WATER LINE
 - SD — STORM DRAIN
 - N/F — NOW OR FORMERLY
 - 000/000 — DEED BOOK / PAGE
 - SCHEDULE B EXCEPTION
 - POSSIBLE ENCROACHMENT
 - P.O.C. — POINT OF COMMENCEMENT
 - P.O.B. — POINT OF BEGINNING

Zoning Information

NONE PROVIDED

Possible Encroachments

- FENCE ONTO PREMISES 2'±
- FENCE ONTO PREMISES 10'±
- BUILDINGS OVER PROPERTY LINE UP TO 2'±
- BUILDING OVER PROPERTY LINE 10'±

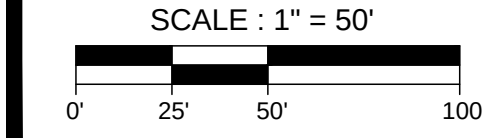
Flood Zone Note

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS PARTIALLY LOCATED IN FLOOD ZONE A2 ELEV. 10, AREAS OF 100-YEAR FLOOD AND PARTIALLY LOCATED IN FLOOD ZONE V2 ELEV. 13, AREAS OF 100-YEAR COASTAL FLOOD WITH VELOCITY ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051-00148, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986. THE FEMA FIRM ZONE A2 FLOOD LINE IS DEMARKED ON THE PLAN BY THE ELEVATION 10 CONTOUR. ALL POINTS NORTH OF THIS CONTOUR ON THE SUBJECT PROPERTY EXCEEDS THIS ELEVATION AND THEREFORE FALL OUTSIDE OF THE A2 ZONE.

Utility Note

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

CASCO BAY / FORE RIVER



SEE SHEET 2 FOR LEGAL DESCRIPTION AND EXCEPTIONS

ALTA / NSPS Land Title Survey

1 Marina Way
Portland, Cumberland County, Maine
Made For
PF MARINA, LLC
1 Marina Way, Portland, Maine

Surveyor's Certification

TO: PF MARINA, LLC; CATIC; BAR HARBOR BANK & TRUST, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7A, 11, AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 21, 2021.

RANDY R. LOUBIER
PROFESSIONAL LAND SURVEYOR NO. 2407

DATE OF PLAT OR MAP: JANUARY 26, 2021
DATE OF LAST REVISION: MARCH 18, 2021

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS

390 U.S. ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

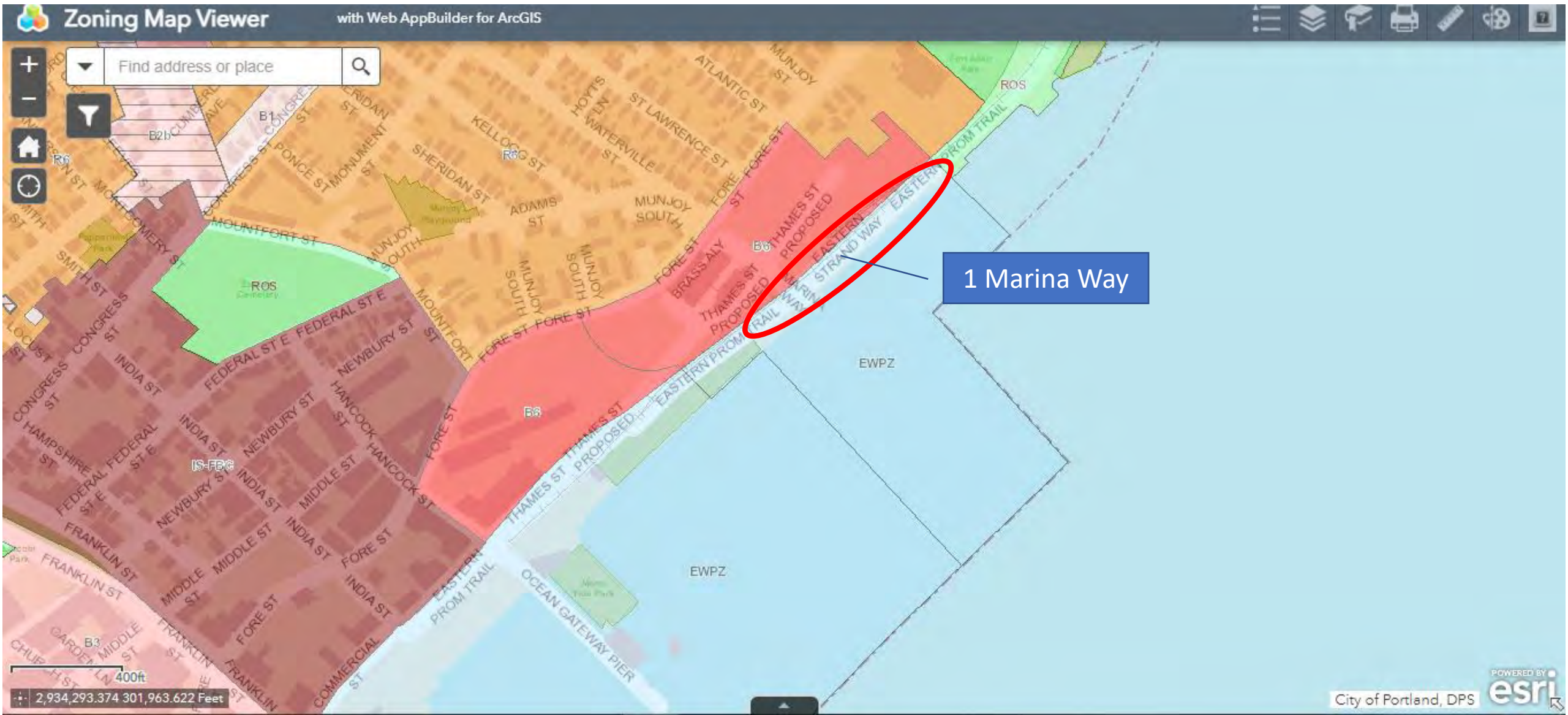
DRAWN BY: RRL/JLW
CHECKED BY: RRL/SDG

FIELD BOOK: FILE
SCALE: 1" = 50'

JOB NO. 2019-031 P
DRWG. # MARINA-ALTA

Vicinity Map of 1 Marina Way
Showing Eastern Waterfront, Including Ocean Gateway

December 2020



Vicinity Map of 1 Marina Way
Showing Eastern Waterfront

December 2020



Vicinity Map of 1 Marina Way
Showing Ownership and Use of Abutting Parcels

December 2020



1982 and recorded in the Cumberland County Registry of Deeds at Book 4916, Page 26.

- a. Restaurants and food service establishments shall be permitted as accessory uses if such uses are within 100 feet of the principal marina building and do not exceed 1,000 SF of total interior floor area of the building; and further provided that such accessory uses are open to the general public.

12. Marine office, including but not limited to offices of owners of marinas, wharves or their agents, and naval architects, and seafood brokers.

C. Commercial

1. Professional, business, government, and general office located in upper floors of structures existing as of September 18, 2006.

**Editor's Note - On-site parking for non-marine commercial uses are permitted as conditional uses subject to the provisions of Subsection 10.2.4.*

2. Temporary events, except festivals as otherwise governed under paragraph (3) listed below. Buildings, piers and lands within the EWPZ may be used for temporary public and private events including but not limited to exhibitions, conferences, meetings, and trade shows under the following conditions:
 - a. Temporary events occupying more than 10,000 square feet of building or outdoor space shall not exceed a combined total of 60 days between May 1st to October 31st.
 - b. No temporary event may continue for more than 14 days of continuous operation.
 - c. Any temporary event that

anticipates more than 5,000 people in attendance on any single day must provide and be subject to a parking management plan. The parking management plan must be submitted for the review and approval of the public works authority at least 60 days prior to the first day of the event.

3. Festivals subject to City license.
4. Street vendors licensed pursuant to Chapter 19 of the City of Portland Code of Ordinances.

D. Public

1. Fire, police, and emergency services.
2. Governmental agency emergency operations/crisis centers.
3. Research, military and visiting attraction vessel berthing.
4. Landscaped pedestrian parks, plazas and other similar outdoor pedestrian spaces, including without limitation pedestrian and/or bicycle trails.

E. Other

1. A facility for non-profit organizations whose facility may include offices, classrooms, equipment, equipment rentals, storage, and bathrooms for the public.

10.2.4 Conditional uses

- A. The following uses shall be permitted as conditional uses in the Eastern Waterfront Port Zone, provided that, notwithstanding Subsection 6.5.1, or any other provision of this code, the Planning Board shall be substituted for the Board of Appeals as the review authority, and provided further that in addition to the provisions of Subsection 6.5.2, such uses will not impede or preclude existing or potential water-dependent development within the zone, will allow for adequate right-of-way access to the water, are compatible with marine uses, and meet all additional standards set forth below.



- maintenance of the marine infrastructure for commercial vessels, and visual and physical access to the waterfront for the general public.
5. The non-marine portion of the development will not significantly restrict air or light for marine uses located in the immediate vicinity; will not create significant adverse local climatic effects on marine uses such as an undue increase of winds or shadowing; and will not adversely affect the efficient operation of marine uses, such as by producing less efficient traffic, parking or circulation patterns.
 6. The rezoning contains adequate provisions and/or conditions to ensure that on-site water-dependent infrastructure remains occupied by commercial marine use(s) listed in Subsections 10.2.3 and 10.2.4 and that said use is not abandoned after the project is developed.
- B. Notwithstanding Subsection 10.2.8(H) and off-street parking standards of Article 14, all on-site parking constructed or used for non-marine uses allowed only by contract or conditional rezoning shall be subject to the conditional use provisions Subsection 10.2.4(C)(5). Additionally, the total amount of parking shall be established by the City Council in the conditional or contract rezoning agreement after consideration of the Planning Board's recommendation on the same.
- 10.2.7 Dimensional requirements.**
- In addition to the generally applicable provisions of Section 7.5 of this Land Use Code, lots in the EWPZ shall be subject to the following requirements:
- A. Minimum lot size: None
 - B. Minimum frontage: None
 - C. Minimum yard dimensions:
 1. *Front setback*: None
 2. *Side setback*: None
 3. *Rear setback*: None
 4. *Setback from pier line*: Notwithstanding the above requirements, a minimum setback of 25 feet from the edge of any pier, wharf or working edge of the hardened shoreline shall be required for any structure, provided that marine offices, as defined in Section 10.2.3(B)(12), may be located up to five feet from the edge of any pier, wharf, or working edge of the hardened shoreline. The setback area may be utilized for water-dependent uses, [restaurants and food service establishments accessory to marinas](#), and public uses and activities, subject to the provisions of Subsections 10.2.2 and 10.2.4, and shall not be utilized for ~~restaurant, drinking, or~~ other non water-dependent uses or for off-street parking. The edge of any pier, wharf or bulkhead shall include any attached apron(s).
 - D. Maximum impervious surface: 100%
 - E. Maximum building height: 45 feet, except as follows:
 1. For purposes of this subsection only, moveable elements such as cranes and gantries, connection devices such as conveyors or bridges, and floating vessels shall not be subject to the space and bulk requirements, but shall be subject to a determination by the Federal Aviation Administration that the location of such equipment will not create a hazard to air traffic.

Attachment E Consistency with City of Portland Comprehensive Plan Portland's Plan 2030

This proposed amendment to the Eastern Waterfront Port Zone text to allow for restaurants and food service establishments associated with a marina helps advance several specific goals and strategies of the City of Portland Comprehensive Plan, Portland's Plan 2030, and is consistent with the vision statement of the City's Plan.

SECTION 1. GOALS & STRATEGIES

Waterfront Policy Guide

The Waterfront Policy Guide specifically includes the following **goals** which align with this request for a Zoning Text Amendment:

- Prioritize and promote Portland's unique mix of water-dependent, marine-related uses and compatible non-marine uses.
- Promote passive and active recreational access to the waterfront.

Food and beverage service are compatible non-marine uses that support and complement existing water-dependent, marine related uses in Portland. Providing the opportunity for residents and visitors to visit, eat, drink and gather near the waterfront promotes more passive access to the waterfront as well.

Specific **strategies and actions** in the Waterfront Policy Guide which also support this Zoning Text Amendment include:

- Expand waterfront access
 - Expand waterfront access for the public where possible and where appropriate, and
 - Protect and promote access to the waterfront and Portland islands for commercial and marine activity, including berthing.
- Support traditional and emerging marine industries
 - Collaborate with private pier and waterfront property owners to implement waterfront policies that promote and protect the marine economy.

The restaurants and food service establishments use, accompanying an existing marina, provides residents and visitors with greater waterfront access in a location that has traditionally been viewed as either private, restricted to marina access or private industry. In addition, introducing a restaurant and food service establishment that is linked with the existing marina encourages additional visitors to Portland from the boating community. These visitors may be island residents, Maine residents that sail in Casco Bay out of nearby towns and cities, or national or international transient boaters arriving in Portland from across the globe.

Although the menu offerings of a restaurant and food service establishment are not dictated in zoning language, the expectation is that any food business at this location will have a strong focus on local seafood offerings purchased from Portland fish markets and fishermen.

Economic Policy Guide

In addition to consistency with the Waterfront Policy Guide, this Zoning Text Amendment is also consistent with a number of **goals** from the Economy Policy Guide, they include:

- Create economic prosperity by growing Portland's tax and employment base.
- Value innovation and creativity as cornerstones of the local economy and as central to Portland's uniqueness and diversity.
- Reinforce the waterfront as a key component of Portland's economic health, balancing traditional and emerging industries with tourism and recreation.
- Respect that our unique quality of place is key to our current and future economic success.
- Value and nurture Portland-based businesses.

Particularly as Portland emerges from the COVID-19 pandemic, the support of local businesses who intend to foster and grow Portland's tax and employment base is critical. The start of food and beverage offerings at Fore Points Marina was innovative and creative, a response to demand from the Portland community, and something truly unique to Portland's waterfront. There is no other space that offers the waterfront access and trail access to food and beverage service like Fore Points Marina. In addition, allowing for these non-marine uses, by right, does help reinforce a balance between the traditional marine use of the marina and tourism and passive recreation opportunities. The quality of place of this location is unique and we should all encourage that this food and beverage offering be shared with the general public in addition to the marina guests.

Future Land Use Policy Guide

The Future Land Use Policy Guide of the Comprehensive Plan acknowledges that change will occur along the waterfront over the next decade. The change will be consistent with existing waterfront land use policies, including offering public and recreational access to the water where possible.

This Zoning Text Amendment is directly supportive of this guidance, as it offers improved public access to a unique location of the waterfront where public access had not previously been promoted.

SECTION 2. VISION STATEMENT

The Vision Statement in Portland's Plan 2030 offers support for a Zoning Text Amendment associated with Fore Points Marina. While this text amendment is modest in nature, it is supportive of the following 6 points from the Vision Statement:

- Portland will grow in order to sustain our community, infrastructure, and economy,
- Vibrant arts and cultural life will be central to our identity,
- We will embrace innovation in order for our community to thrive,
- We will strive to create a resilient economy through innovation, investment, and commitment to diversity,
- We will support our working waterfront as a commitment to maintaining a vibrant maritime economy in the 21st century, and
- We will invest in and support our local economy.

In many ways, allowing for restaurants and food service establishments at Fore Points Marina is providing support to the City of Portland's economy and ability to grow. These services in this waterfront location also complement the culture that has been created by FPM which welcomes boaters, residents, and visitors alike to enjoy the waterfront. These services are supportive to this marine use along the working waterfront as well as the local economy.

SECTION 3. ZONING

Eastern Waterfront Port Zone

Waterfront Zoning in the City of Portland has a long history. The EWPZ was created to nurture deepwater-dependent activity within the context of the established eastern waterfront neighborhood. Fore Points Marina meets this intent by providing marina services to vessels of all sizes, both private and commercial. As noted in the City's Zoning Code, the Eastern Waterfront is *"uniquely situated to support a wide range of water-dependent industry and commerce through a variety of marine activities."*

The Zoning Code also acknowledges that the growth of Portland's marina passenger industry requires supporting services and activities to provide an enjoyable travel experience. The Code further states that *"non-marine uses that complement the marine passenger industry, are compatible with existing and future-water dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged."*

In the EWPZ, there is a hierarchy of uses that focus on deepwater-dependent uses, and shallow water-dependent uses, followed by other uses only if they do not interfere with and are not incompatible with higher priority uses. The proposed Zoning Text Amendment does not interfere with any deepwater or shallow water dependent uses and, in fact, complements and supports higher priority uses by further attracting transient and seasonal boating activity to the site, intermixed with the public enjoyment.

In the Waterfront Central Zone (WCZ), water-dependent and marine uses are prioritized, but limited non-marine development is allowed to provide needed revenues to pier owners. Portland's Plan 2030 promotes this balance between these uses where the marine use is given space and protection, while the pier owner is given opportunity to generate revenue for maintenance and a return on investment. This same model is welcome and necessary in the EWPZ which is limited to two property owners, and where there is an opportunity for FPM, the marine use, to also generate revenue for maintenance of the asset, including the land area and sea wall, and to maximize return on investment.

Four Points Marina0 views

Assigned to me

Subscribe



Adrianna DiBiase

<dibiaseadrianna@gmail....

Sep 19, 2021, 3:10:29 PM (18 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Good afternoon,

I am writing to support the marina’s zoning text amendment to allow food and beverage at the marina.

Bruce K. White | Sea Tow Portland <bkwhite@seatow.c... Sep 1, 2021, 11:18:56 AM (6 days ago)
to planning@portlandmaine.gov

Hello,

I am taking a moment to express my support of a change to the Eastern Waterfront Zoning ordinances, which would allow food and beverage providers associated with marinas be allowed permanent status.

This would not only increase the public's ability to access and enjoy the waterfront of Portland, it would provide more employment for the service industry and broaden the tax base.

Specifically, the temporary food and beverage service at Fore Points is well run, and a very enjoyable location to enjoy a little of Portland Harbor.

What a nice draw for visitors to Portland either by land or sea, to be able to watch the ships and boats come and go from this special harbor, while enjoying a meal.

I am a business owner, employing 14, with many of them hailing from Portland, or the surrounding communities,

Thank you for your consideration and time.

Bruce White

Bruce White
Sea Tow Portland/Midcoast & Portland Sea Taxi
92 Cape Newagen Road
Southport Island, Maine 04576
[207-772-6724](tel:207-772-6724)
bkwhite@seatow.com
<https://www.seatow.com/local/portland/>

Fore Points Marina

0 views

 Assigned to meSubscribe ☐

Chelsea Roy <chelsearoy.me@gmail.com> Sep 18, 2021, 8:31:13 AM (2 days ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I support the zoning text amendment to allow food and beverage at the Marina.

-Chelsea Roy

Support for the Marina Bar at Fore Pts. Marina



Assigned to me

Subscribe



0 views

**Christopher Riccardo**<criccardo@visitportland...
to planning@portlandmaine.govSep 1, 2021, 1:02:30 PM (6 days
ago)

Hello,

It was recently brought to my attention that there is an opportunity arising for the rezoning of the Eastern Waterfront Port Zone that would allow the Fore Points Marina Bar to operate on a more consistent permanent manner.

In my opinion, as Visitor Services Manager at Visit Portland, that would be an asset to that portion of the waterfront and the city. With more and more development happening in the region it is drawing a growing number of traffic from visitors and locals alike. The food and beverage service would be welcomed in that location and it would offer one more option, if only for patrons, for bathrooms.

I lend my full support to this opportunity to rezone the area.

Please let me know if you have any questions or if I can elaborate on anything.

Regards,

Christopher Riccardo

Visitor Services Manager

Visit Portland

[207.772.5800](tel:207.772.5800)

14 Ocean Gateway Pier | Portland, Maine 04101

criccardo@visitportland.com-----
visitportland.com | [@visitportland](https://twitter.com/visitportland) | [#VisitPortlandME](https://facebook.com/VisitPortlandME)

Ciara Price <management@ciaraprice.co>

Sep 17, 2021, 1:43:35 PM (2 days ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar is a safe place and a wonderful environment. When you think of Portland, Maine you think coastal and Fore Points Marina is the real life vision. Actually experiencing the entrance of Casco Bay with local food and beverages is something that resonates not only to locals but to tourists who help drive and support our city. I hope you will be open minded and allow the city to grow.

Best,
Ciara

Fore Points Marina 0 views



Subscribe ☐



Dannie Nichols <daniellefaye.n@gmail.com> Sep 17, 2021, 3:26:48 PM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina!

Fore Points has been a staple for me and my friends when we visit Portland. Our trips there just won't be the same without it. It's such a special space for locals and visitors.

Best,

Dannie Nichols

daniellefaye.n@gmail.com

910-352-0193

Deanna Povec <deannapovec@gmail.com>

Sep 20, 2021, 8:37:28 PM (11 hours ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar has been a place where we have enjoyed an after work drink in our beautiful backyard. We have made some life long friends here and would not be the same and provide these opportunities if you don't consider keeping food and beverage as part of this amazing space for all to enjoy.

Please consider.

Thank you,
Deanna

Drew Johnson <abjohnson.drew@gmail.com>

Sep 19, 2021, 7:00:09 AM (yesterday)

to planning@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

The Portland waterfront needs to maintain as many of these types of watercraft accessible restaurants/bars as possible. It is an invaluable asset to the city and Casco bay. It is what helps make Portland great!

It is also a great addition to the bike path.

Thank you for your consideration!

Drew Johnson
25 Gleckler Rd, Portland.

Fore Points Marina 0 views

 Assigned to meSubscribe 

Gregory Thayer <gregorythayer@gmail.com>

11:17 AM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Portland has the unique identity of being a seafaring city with accessible views that no other city in America rivals. We are also known as a city that excels in food and beverage, and have a burgeoning food truck scene. I believe that by not allowing the marina bar to reopen next summer and subsequent summers, Portland is only hurting itself. My wife and I love to enjoy a place to have food and drink outdoors- a place where Maine as a whole excels. We love to gaze upon the boats and see the islands and open ocean beyond. It would be a shame to no longer have this option.

I believe that supporting the marina's zoning text amendment is a benefit to Portlanders, Mainers, and all who come to visit. For those sailing in and landing at the marine, what a wonderful and welcoming first impression.

Greg Thayer
Portland, ME

Fore Points Marina

 0 views Assigned to meSubscribe ☐

Hoyt David Morgan <hoytmorgan@gmail.c... Sep 17, 2021, 6:21:51 PM (2 days ago)
to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning amendment to allow food and beverage at the Marina.

I believe the marina and development surrounding it has been / will be very positive for the city and food and beverage is an important piece of this.

Thank you for your consideration.

Sincerely,
Hoyt Morgan

Jack Cowie IV <jcowie@varneyagency.com>

Sep 17, 2021, 1:58:33 PM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

I've been living and doing business in greater Portland for a majority of my life. During that period the waterfront dynamic has changed considerably. One thing that has been consistent, however, are the barriers placed for motivated persons to contribute to positive change and I would hate to see that happen again with the Marina Bar. The Prentice Group is rooted in greater Portland and has a vested interest in the economic growth of the City while being devoted to expanding upon what makes it great. Whether it's the restaurants, new development, marinas, or a combination, we need to fan the flames of motivated, in state entrepreneurs while we can. Portland is going to continue to grow at a rapid pace, the Marina Bar and Food Truck obviously fill a void the city is desperate for and it would be incredibly frustrating to see such a success story be stifled by zoning headwinds. Please look upon this and future zoning amendments favorably, it's the best thing for Portland's economy, residents, and visitors.

Thank you,

Jack Cowie IV WCP

Sr. Risk Manager- Real Estate & Development

Fore points marina 0 views

 Assigned to meSubscribe ☐

Jane Ellis <jmdellis@gmail.com>

Sep 18, 2021, 4:51:56 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Love this place !! Please support zoning text amendment to allow food and beverages. There should be an extra Reason to share this great place - and let everyone know it's great here! Food with drinks and friends !

Jane Ellis

ennifer.rice knottytide.com <jennifer.rice@knottytide.c... Sep 20, 2021, 2:39:46 PM (17 hours ago)
to Gregory Thayer, planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I'm also writing to support the marina's zoning text amendment to allow food and beverage at the fore points marina.

This is a wonderful, eclectic, and growing city. The marina bar offers yet another unique and compelling option for locals and tourists alike to enjoy the waterfront of Portland. I believe that Portland has a tremendous opportunity to stay historic, unique, quirky, and modern all at the same time. The merging of old-new and "something in between" is where Portland excels and I only see the marina bar as a shining example of that juncture. The space caters to all whom love the water and all whom seek a relaxed and inviting atmosphere. I see it not only as a "here and now" but as a staple for all to enjoy for years to come.

It would be a true shame for the community to lose this pop-up gem. We love it.

Thank you,

Jen

Jennifer Rice
Regulatory Affairs Consultant
P: (717) 891-7145
E: Jennifer.Rice@knottytide.com

Jessica Goodman <jlgoodman19@gmail.com>

Sep 17, 2021, 3:24:03 PM (2 days ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Good Afternoon,

I am writing to support Fore Points Marina's zoning text amendment to allow food and beverage at Fore Points Marina. It's been such a great resource to have during COVID - we still have time before winter sets in - it would be great to continue to have a safe outdoor space to visit with food and beverage. Thank you for your consideration!

Kind regards,

Jessica

Jessica Goodman, PhD
Portland Resident

jlgoodman19@gmail.com
585-820-9296

Joe Hezlep <joehez@yahoo.com>

8:06 AM (1 hour ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi,
I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

I have found that Four Points Marina has truly been a special place over the last two summers in Portland and really added a lot to the waterfront community. Do you ownership truly cares about Portland and its future and the staff have been amazing to both locals and tourists alike. Places like this are exactly what has led to the rise in Portland being a destination city for so many tourists.

Having local people invest in their local community is always the most ideal way for any city or town to grow. And I truly feel like Casey Prentice and his team want what's best for not only their company but also their community.

Thank you for your consideration in this matter.

Joe Hezlep

"You can't live a perfect day without doing something for someone who will never be able to repay you." ~ John Wooden

Sent from Yahoo Mail on Android

Julia Bergquist <bergquist.julia@gmail.com>

Sep 21, 2021, 12:58:17 PM (19 hours ago)

to planning@portlandmaine.gov

Good Afternoon,

I am writing to support the marina's zoning text amendment to allow food and drink at the marina. This was my favorite outdoor space in Portland this summer, and drew a lot of additional income to our city. Please do not prevent Portland natives from enjoying a new form of beautiful waterfront outdoor dining just as it is getting on its feet.

Thank you for your time,

Julia Bergquist

FORE POINTS MARINA

Assigned to ...

Subscribe ☐

0 views



Justin Bryand

<jbryand@hotmail.com>

Sep 18, 2021, 10:43:39 AM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to all food and beverage at the marina.

kane.kathleen1@gmail.com <kane.kathleen1@gmail.co... Sep 18, 2021, 9:48:11 AM (yesterday)
to planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

To whom it may concern,

I am writing to support the Marina's zoning amendment to allow food and beverages at the marina.

This has become such a special place to gather safely during the pandemic. We have been able to celebrate birthdays and engagements here while enjoying the beauty of the city we love and delicious food. The staff are warm and supportive of the community. Please consider the zoning amendment.

Thank you,
Kathleen

Fore Points Marina

0 views

Assigned to me

Subscribe

P
C
1
9





Katilyn Coburn

<katilyncoburn@gmail.co...
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Sep 19, 2021, 10:28:31 AM (22 hours ago)

Hello,

I am writing to support the marinas zoning text amendment to allow food and beverage at the marina.

Thank you for your consideration!

Katilyn Coburn

<https://groups.google.com/a/portlandmaine.gov/g/planningboard/c/8okngB0ZxnE3hl=en>

Page 317

1/1

Kayla Bubar <k.m.bubar@gmail.com>

Sep 18, 2021, 9:25:33 AM (yesterday)

to planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

My name is Kayla Bubar - I am a resident of Portland. I am writing today to support the marina's zoning text amendment to allow food and beverage at the marina. It's one of my favorite spots in Portland to grab a bite to eat and a drink. It's unique atmosphere with games, great food, and fantastic cocktails, brings me back every time. It would be a shame to make it difficult for more small businesses to succeed. We've had enough of that this year. Please save Fore Points Marina. We need to keep the heart of Portland alive.

Thank you for your time.

Kayla Bubar

Fore Points Marina 0 views



Subscribe ☐



Kelley Burich <kelleyaburich@gmail.com> Sep 21, 2021, 5:27:25 PM (15 hours ago)

to planning@portlabdmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello, I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina. It's a great space that brings something unique to Portland that you can't find anywhere else in the area.

Thank you,

Kelley

Fore points marina 0 views



Kimberly Wallingford <kimberly.wallingford2010@gmail.com>
to planning@portlandmaine.gov, planningboard@portlandmaine.gov

To Whom It May Concern,

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina

Kimberly MacVane

Sent from my iPhone

Reply all

Reply to author

Forward

Kristin Kostka <kristinmkostka@gmail.com>

Sep 19, 2021, 9:42:00 PM (11 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To Whom It May Concern:

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

As a new member of the Portland community working at the Roux Institute, the Marina is an incredible asset to the community. I look forward to bringing my researchers and students to partake in many more beautiful evenings on the Marina. I fully support this amendment!

Best,

Kristin Kostka
Director of the OHDSI Center
The Roux Institute
Northeastern University

--

Kristin Kostka
p: [508-523-7554](tel:508-523-7554)

Fore Points Marina 0 views

 Assigned to meSubscribe 

Laurel Ellis <laurel.l.ellis@gmail.com>

Sep 18, 2021, 4:41:55 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello!

I am writing to support the Marina's zoning text amendment to allow food and beverage at the Marina. It is such a great spot to relax, everyone is always happy and safe there. I have been several times and truly believe it only brings positivity to the neighborhood. Hope they are able to stay open next season.

Thank you for your consideration!

Laurel
(Downtown Portland resident)

Fore Points Marina

0 views



Assigned to me

Subscribe ☐

Lily Hutchinson <lilyhutch95@gmail.com>

Sep 18, 2021, 12:43:45 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Good afternoon,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. The marina is such a quiet and peaceful place as well as a lovely location to have food and beverages. The marina is a place for people to gather whether they are coming or going from Portland. Please allow this amendment. Thank you.

Very respectfully,
Lily Hutchinson

Fore Points Marina Bar

 Assigned to ...Subscribe 

0 views



Mina Moutzourogeorgos Miller

<mmoutz@ao... Sep 18, 2021, 10:43:21 AM (yesterday)

to Planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar has been a wonderful source of enjoyment and entertainment for 2 years now to many people; young and old. The views are the best in the city & the Marina Bar has been enjoyed by so many- residents & tourists alike.

It is a great and popular draw because of it's location. The marina bar should be allowed to continue to operated there with food, beverages & even live music (as it was allowed to do last year).

It is a gem in the Portland landscape now and the Marina Bar should be allowed to operate there forever. It's was and remains a great idea with great views, drinks, food and live music should be allowed back - for ALL to enjoy.

Sincerely,
Mina Miller

Fore Points Marina 0 views

Assigned to me

Subscribe ☐



Nate Burbury <nateburbury@gmail.com>

Sep 19, 2021, 1:06:22 AM (yesterday)

to planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina

Noelle Chamberland <noelle.chamberland@gmail.com> Sep 18, 2021, 8:56:37 AM (2 days ago)
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Fore Points Marina has become a favorite gathering place for family and friends, and we would be so disappointed to lose the access to Evo X and the other tasty offerings in the area. Please don't take this away from us! We've really enjoyed the development of this under-utilized area of Portland and we hope for even further growth and development.

Thanks for listening!

Noelle Chamberland

Fore Points Marina 0 views

 Assigned to meSubscribe 

PAUL SZATKOWSKI <szatkowski@aol.com> Sep 18, 2021, 10:11:53 AM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. As property owner in the area and soon to be multiple property owner, I feel that the presence of the marina bar outdoor space has greatly added to that area of waterfront and was something that was sorely needed, as well as taking a lead in the redevelopment of that area. In this "new normal" outdoor venues such as Fore Points should be encouraged and supported, particularly those that add to the waterfront. Thank you.

Paul Szatkowski

Fore Points Marina

0 views

 Assigned to meSubscribe **Pete Vernon** <pfvern@gmail.com>

Sep 18, 2021, 2:18:52 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov

Good afternoon,

I am writing to support the Marina's zoning text amendment to allow food and drink sales at the Marina. The Marina Bar has been a great addition to the neighborhood for those of us who live in Munjoy Hill.

Especially at a time when we are still experiencing high levels of transmission of Covid, having a safe outdoor gathering spot like the Marina Bar has been a lifesaver. It would be a shame not to allow for the zoning amendment.

Thank you for your consideration,
Pete Vernon

Support for FPM proposed Zoning Text Amendment

1 view

Pierre de Rochefort

<pierre.derochefort@icloud.com>

Aug 10, 2021, 10:04:48 AM

to planning@portlandmaine.gov, Nina DeRochefort

Dear City of Portland, Planning and Urban Development Department;

We are writing to express support for the Portland Foreside Development Company's Zoning Text Amendment proposal related to the Eastern Waterfront Port Zone (EWPZ) and the Fore Points Marina (FPM) property located at 1 Marina Way. Despite the challenging 2020 COVID context, the FPM has been a significant addition to the EWPZ since it opened in 2019. Within the FPM, the availability of a food and beverage amenity has already proved extremely successful, providing an attractive water-front alternative while adding a compelling dimension in terms of increasing public access to and enjoyment of the water front. In voicing our support, we would suggest that the proposed Zoning Text Amendment is:

- Entirely in line with the City of Portland's Land Use Code allowing for restaurants and food service establishments in the EWPZ so long as they are directly associated with a marina facility and also open to the general public.
- Consistent with the City of Portland's Comprehensive Plan, Portland's Plan 2030 in terms of uses already conditionally allowed in the EWPZ, and ensures that these uses are directly associated with and in the immediate proximity of marina facilities.
- Complementary to and supportive of the City of Portland's Land Use Code that acknowledges that the growth of Portland's marine passenger industry requires supporting services and activities to provide an enjoyable travel experience. The Code states that "non-marine uses that complement the marine passenger industry, are compatible with existing and future-water dependent uses, and provide opportunities for residents and visitors alike to enjoy the Eastern Waterfront throughout the year, are encouraged."
- Complementary to and supportive of higher priority uses by further attracting transient and seasonal boat activity to the site, intermixed with public usage and enjoyment. The mix of use (marina and food/beverage) at FPM, open and inviting to the public, allows for the wider community to enjoy a waterfront location.

Relating this to a wider context, we would also express support for the potentially transformative nature of the entire Portland Foreside project. The Portland Foreside Development Company's current vision is compelling — a mixed-use neighborhood with a focus on community in the best sense of the term, designing sustainably and cohesively to meet the vital historical significance of the area while promoting local residents and visitor's year-round enjoyment of Portland's waterfront through housing, office, lodging, dining, retail, events, and outdoor areas that will promote a sense of inclusiveness, community, and public gathering. In short, we believe the project will be a game-changer for Portland, providing a model for community-based urban planning (and living) for years to come.

Respectfully,

Pierre and Nina de Rochefort
503 Chandler's Wharf, Portland

Sam Basile <sam.basile@zoominfo.com>

7:46 AM (1 hour ago)

to Planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

If you want to add anything about why you support food and beverage at the Marina it never hurts!

Thank you so much and hope to see you this weekend for a final season beverage!!

Sam Basile

Manager, Strategic Customer Success

O: 617-826-2953

E: sam.basile@zoominfo.com

275 Wyman St. Waltham, MA 02451

Fore Points Marina

0 views



Assigned to me

Subscribe ☐**Samantha Taube** <samantha.taube@gmail.c...

Sep 18, 2021, 10:09:47

AM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Thank you.

--

Samantha Taube

Sarah Pritchard <smpritchard8@gmail.com>

Sep 19, 2021, 9:17:12 AM (24 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Thank you,

Sarah Pritchard

Four Points Marina 0 views

 Assigned to meSubscribe **Sean** <smalone703@gmail.com>

Sep 18, 2021, 8:42:10 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I'm not sure why you would put a small company out of business due to recently established zoning changes. The very small operation there is probably easy to look over but the effect to patrons and staff shouldn't be. Please consider the community you support and strive to ensure the employees at four points marina dont needlessly lose their jobs. They deserve better.

A loyal patron

Sean

Stephanie Hill <hill.stephanielynn@gmail.com>

Sep 17, 2021, 2:59:55 PM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlanaine.gov

I am writing to support the Marina's zoning to allow food and beverage at the marina.

It offers family friendly environment with a great view. The same can't be said for other establishments in the area that cater more to drunken debauchery.

Please consider allowing the marina bar to continue to operate. The summers and nice outdoor weather is limited on the waterfront and many of us would like to be able to get the most out of that time.

Thank you,
Stephanie

Stephanie Peer <speer207@gmail.com>

Sep 18, 2021, 8:48:14 AM (2 days ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi there,

I'm writing to support the Marina's zoning text amendment to allow food and beverage at the marina. It is delicious, quiet, and such a treat!

Thank you,
Stephanie Peer
71 Deane Street, Portland

Fwd: Fore Points Marina

0 views



Assigned to me

Subscribe



Stephanie Woods <nearhos00@yahoo.co...
to planningboard@portlandmaine.gov

Sep 19, 2021, 5:16:11 PM (16 hours ago)

Hello

> I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. This past two years the marina bar and EvoX food truck have been a welcome addition to Portland's food and bar scene providing a welcoming open space on the waterfront.

> Thank you

welmaurya@gmail.com <welmaurya@gmail.com>
to Planning Board, Planning@portlandmaine.gov

10:06 AM (5 hours ago)

Planning Board Members,

I am writing in support of the Portland Foreside & Fore Points Marina's application for a text amendment to allow for restaurant use.

I walk the Eastern Promenade trail almost every day and have often stopped in to enjoy the outside dining with a friend. The text amendment will allow permanent and increased public access to the waterfront. It really is unique in Portland and serves as a public amenity. The language proposed is measured and well thought out and with no real downside. In many aspects it reinforces the City's goals and Comp Plan.

I hope the Planning Board will vote in favor of this proposal.

Best regards,

Tim Wells

Fore Points Marina Bar

 Assigned to ...Subscribe ☐

0 views

**Miller, Travis** <travis.miller@ubs.com>

Sep 20, 2021, 1:30:55 PM (18 hours ago)

to Planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

The Marina Bar has been a wonderful source of enjoyment and entertainment for 2 years now to many people; young and old. The views are the best in the city & the Marina Bar has been enjoyed by so many residents & tourists alike.

It is a great and popular draw because of its location. The marina bar should be allowed to continue to be operated there with food, beverages & even live music (as it could do last year).

It is a gem in the Portland landscape now and the Marina Bar should be allowed to operate there forever. It's was and remains a great idea with great views, drinks, food, and live music should be allowed back for ALL to enjoy.

Sincerely,

Travis Miller

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Will Siltan <willsiltan@gmail.com>

Sep 18, 2021, 1:01:40 PM (yesterday)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Fore Points is culturally intertwined with the East End (my neighborhood) and I love the fun vibe it has brought to an otherwise non-value added space for Portland residents.

Thank you for your consideration!

Will Siltan

**Michael Hoover
40 Melbourne Street
Portland, ME 04101**

September 22, 2021

Brendan Mazar, Chair
City of Portland Planning Board
389 Congress St, 4th Floor
Portland, ME 04101

VIA EMAIL: planningboard@portlandmaine.gov

RE: 58 Fore Street Master Plan Amendment Proposal Workshop

Chair Mazar and Planning Board Members:

To be clear, the master development approvals granted by the City of Portland for the marina facility at 58 Fore Street consisted of with a single marina building of high-quality design and a public “waterfront walkway” extending for the entire width of the marina. The current development at the site exhibits absolutely no resemblance the approved design concept. In contrast, the area is now occupied by a “marina office” (of approximately the same footprint as the proposed permanent marina building), PLUS a series of pre-fab huts of no architectural distinction which are sited so as to block most views, a sprawling de facto restaurant/bar posing as a temporary event, and a temporary fence that blocks any remaining views to the water which are not already obstructed by the temporary structures.

The 58 Fore Street developer, and applicant for this proposed change to the master development plan and zoning uses, has abused the courtesy offered by the City of Portland to operate the facility in a temporary manner. This abuse must stop, immediately. The developer has had more than enough time to operate with temporary structures and that it should not be granted a 3-year extension to continue to avoid what it promised previously. The public access in the vicinity of the marina was to be one of the few benefits for citizens, and was consistent with the proposed development of water dependent uses in this zoning district. Instead, the developer, with the help of the City, has privatized the waterfront for its own financial gain with the development of a non-water dependent use (the seasonal restaurant), with no consideration paid to public interests.

The developer offers no reasonable explanation for this three year period of “temporary” occupancy. Blaming the pandemic as the reason for a request for the continued operation of the facility in a temporary manner is simply a continuation of this unacceptable behavior, and is not in any way a reasonable justification for this proposal.

In addition to the egregious abuse of existing development permits, the developer has not chosen to construct the temporary facilities in accordance with existing building codes. This is another example of this developed choosing not to comply with existing requirements. These actions, in combination with the use of “temporary” development activities, has resulted in a Consent Agreement with the City to

correct the noncompliant actions taken to date. We understand the "Consent Agreement" requires that all the temporary structures be removed by 11/8/21 but we were unable to locate a detail in the proposed Minor Site Plan amendment (or other documents) specifying where the structures will be placed after removal from the site. Is the City requiring that they be moved completely off the site of 58 Fore Street, or is the applicant proposing just to move them to a slightly different location on the property? They should not be allowed to remain between the Eastern Promenade Trail and the water. Since we could not find answers to these important elements of the approved activity, we ask that the City requires a specific removal plan for public review.

It is also extremely unfortunate that the City allowed the developer to evade the regulatory language by granting multiple consecutive 14-day "temporary events" permits to allow the establishment of the Fore Points Marina Bar. I support that the City is now prohibiting food or liquor service at the property after November 8, 2021 (other than a food truck) except for bona fide temporary events as defined by Code unless the developer is approved for a text amendment. Given the poor decisions taken by the developer to date, I am opposed to such a text amendment. The area immediately along the waterfront is so narrow in the vicinity of the Eastern Waterfront Port Zone that the entire area should be reserved for water-dependent uses. Non-water-dependent uses, like bars and restaurants should be located landward of this zone.

If, despite this, an amendment is approved to allow a bar/restaurant as accessory to a marina use, it should be restricted to being located within a permanent marina structure itself (not a temporary structure), and it should not allow an outside seating or stage presence. Requiring it to be housed in a permanent structure would create an incentive to get rid of the temporary hut-village. Moreover, light and sound carry over the water. Neighboring residential areas should not be subjected to the light and sound intrusion from the introduction of an incompatible new bar/restaurant use in this location.

I also want to bring to your attention the fact that I remain very concerned about the unauthorized filling and other extensive site work that is occurring on the property (and has been occurring for months) which appears to be outside of sections of the property which have obtained approved site plans. I do not believe it is appropriate to approve any amendment to the Master Development Plan whatsoever until this issue of apparently unauthorized site work has been resolved. I have not identified any documentation of the need for large areas of staging necessary for soil deposition, and it is clear that no real efforts to control erosion or runoff is being addressed in this area of the property. Additionally, it took multiple letters to city staff and the DEP this year to force the developer to remove 75 yards of unpermitted fill at the northern end of the site.

From my perspective, the developer is incorporating one more activity designed to take advantage of "temporary" activities which are altering the physical characteristics of the site outside approved plans, and which will conveniently benefit future land development activities at the property without the benefit of review or approval by the city and affected residents. It is my understanding that the only changes made to the entire property known as 58 Fore Street must be consistent with one or more approved site plans. As these site plans are being proposed in stages, there are large areas that have not been the subject of site plan approval. Yet extensive filling has occurred in the entire area east of an extension of St. Lawrence Street outside of the designated limit of disturbance on the approved site plan. I have not identified any site plan notes or approval language addressing the need for, and

approval of, staging disturbances which extend beyond approved limits of disturbance. Moreover, the filling that is occurring seems to be inconsistent with the approved Master Development Plan.

In closing, the long term rampant and egregious disregard for existing approvals for the development of the marina facility as well as for site development at the project should lead the Planning Board to require that the applicant simply commence to adhering to the existing approvals for the Master Plan and site plans at this development. In addition, no changes to the existing zoning language should be adopted. These changes are only requested to benefit the continued misuse of the current approvals by the developer. I ask for your support in requiring that the actions taken by the developer which are not consistent with existing approvals be denied, and that no future zoning language changes be enacted which will simply benefit these well documented, egregious activities in the future.

Regards,

/s/

Michael Hoover

Michael DeCandia <michael@mdcarchitects.com> Sep 22, 2021, 3:50:30 PM (17 hours ago)
to planningboard@portlandmaine.gov

I am a Portland resident and I really enjoy having access to food and beverages at the Four Points Marina. Please allow this to continue indefinitely. I support their application.

Michael DeCandia
305 Commercial Street

Cindy Warren <cindy_warren@live.com>

Sep 22, 2021, 4:13:21 PM (16 hours ago)

to publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov, planning@portlandmaine.gov, Cindy Warren

Hello –

I grew up in the Portland area. One of the things that truly amazes me is how well Portland has allowed the waterfront to be used and enjoyed by all. Allowing the continued use and availability of the Four Point Marina with access to beverages and food uses only contributes to the city's human scale and gives us spaces and use that people of all ages will enjoy.

I remember as a kid and young adult how inaccessible this area was.

To see and personally experience its transformation is magical.

At a time when many of us continue to feel like public access is becoming more and more restricted, having access to a place like this with a beautiful view, a place to feel a cool summer breeze, grab a bite to eat and enjoy the company of others is a gift.

This amendment places a jewel in the areas connecting the East Promenade to the Old Port and Munjoy Hill – places we all know and love. We need to maintain and grow these beautiful ties to the great outdoors and fun spaces. Fill in the blanks.

Maine and its communities have a rich history of giving people access to beaches (Crescent Beach; Scarborough Beach; Popham Beach; Ferry Beach) beautiful views (Two Lights; Portland Headlight) historic places (Admiral Perry's Home), public parks (Katahdin/Baxter State Park; Western and Eastern Promenades; Deering Oaks) and spaces and water access to both the ocean and fresh water. There are too many beautiful sites to mention here.

This amendment will continue to enhance the vibrant and unique nature of the city, its livability and allows it to continue to grow and mature in a way we can all enjoy! There's nothing like it for hundreds of miles!

I urge you to vote "YES" and approve this Four Point Marina Zoning Text Amendment.

Sincerely,

Cindy Warren

821 Barretts Mill Rd

Concord MA 01742

Ross Maniaci <rossmaniaci@gmail.com>

Sep 22, 2021, 4:31:32 PM (16 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi -

I'm writing to support the Marina's zoning text amendment to allow food & beverage at the Marina.

This is an amazing addition to the waterfront & the Portland Trail.

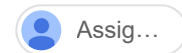
Thanks - Ross Maniaci

Ross Maniaci

rossmaniaci@gmail.com

Cell: [315-415-0285](tel:315-415-0285)

Fore Points Marina Zoning Text Amendment



Subscribe ☐

0 views



Johanna Young <johanna.w.young@gmail.... Sep 22, 2021, 4:54:04 PM (16 hours ago)
to planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov, planning@portlandmaine.gov

To whom it may concern,

As a city resident I would like to express my deep support of the Fore Points Marina Zoning Text Amendment.

The Marina Bar is a wonderful addition to the Portland waterfront and encompasses the working waterfront feel of the city that makes it so special.

There is nothing better in the summer months than enjoying time sitting by the water with friends and family. I brought out-of-state visitors to the Marina Bar as a ritual because of the excellent food, drinks and views of the harbour!

It's a shame that the city is not welcoming and celebrating a venue such as this in the first place. Let us reach out a hand to these businesses instead of making more roadblocks for them.

Best,
Johanna Young
Hawthorne St. Portland, ME

Sara Piwowarski <saraepiwowarski@gmail.com> Sep 22, 2021, 5:42:55 PM (15 hours ago)
to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Best,
Sara

James Meagher <jmmps@maine.rr.com>
to planningboard@portlandmaine.gov

Sep 22, 2021, 7:56:19 PM (13 hours ago)

Planning Board Members,

As a member of the marine construction community, the facility at Four Points is well received by those who visit Portland by water.

Thanks,

James E. Meagher, Director
Underwater Mineral Processing Services
50 Market St. So. Portland, Maine 04106
[207-741-2955](tel:207-741-2955) phone
[207-799-3782](tel:207-799-3782) fax
jmmps@maine.rr.com
<http://www.mpsmaine.com>

thomas coleman harmon <motionhero@yahoo.com> Sep 22, 2021, 8:58:37 PM (12 hours ago)
to planning@portlandmaine.gov

Love this bar and food would be a welcomed addition. Please permit it as it's a stop for me when I come to Portland.

Marie Gardner <peatrisha85@me.com>

9:27 AM (22 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Sent from my iPhone

Mykaela Twitchell <mtwitchell19@gmail.com>

9:42 AM (8 minutes ago)

to planing@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

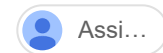
Hello—

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Thank you,

Mykaela Twitchell

Fore Points Marina - Support for food and beverage on the eastern waterfront



Subscribe ☐

0 views



Timothy Schneider <tstimmerworks@gmail.com>

11:09 AM (7 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

On behalf of my friends and family, please let this serve as support for continued and future food and beverage options at and around the Fore Points Marina, 58 Fore St. development and along the eastern waterfront.

Thank you in advance for your consideration of these great improvements and support for additional options for the eastern prom area residents and visitors alike.

Sincerely,
Timothy Schneider.

Fore Points Marina 0 views

 Assigned to meSubscribe 

daneel dafni <daneeldafni@yahoo.com>

8:21 AM (8 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. This spot is one of the only accessible places to enjoy a casual beverage and meal by the water. Please don't continue to take such wonderful places away from the public when we already don't have enough. It would be extremely defeating and disappointing.

Thank you for saving our scene,

Daneel Dafni

Ryan Young <rpyoung1@gmail.com>

Sep 23, 2021, 4:18:47 PM (16 hours ago)

to planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov, planning@portlandmaine.gov

I'm writing to support the Marina's zoning text amendment to allow food and beverage at the Marina. This is a wonderful and much needed small business in Portland. My wife and I started coming back into Portland more and more this summer and Fore Points Marina bar was the draw, no exaggeration. Please consider their ammendment and keep the business alive.

Thank you

Ryan and Breanna Young

P.O. Box 153
Raymond, Maine
04071
[207.441.7533](tel:207.441.7533)

Fore Points Marina 0 views



Subscribe ☐



Rachel Freid <rachel.freid75@gmail.com>

11:45 AM (15 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

On a personal note -

STOP MAKING DUMB RULES AND KEEP THIS PLACE OPEN. My goodness, I can't believe I have to write this email - what a waste of everyone's time and energy. Put your money and effort towards things that actually matter. Let people live and drink and eat!

Sincerely,
Portland Resident

Fore Points Marina 0 views



Subscribe ☐



Sophie Samuels <sophialsamuels@gmail.com>

11:56 AM (5 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. I feel that the bar and restaurant extend the usable space of the Eastern Prom and give life to an area that previously felt abandoned and somewhat unsafe.

Thank you,

Sophie Samuels
Resident of Portland's East End

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Ian Crowley <ian@greatharbordigital.com>

11:56 AM (5 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Fore Points Marina 0 views

Assigned to meSubscribe **Hannah Wolper** <hannah.wolper@gmail.com>

12:42 PM (3 hours ago) .

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Cheers,
Hannah

--

Hannah Wolper ☆

Fore Points Marina0 views

Assigned to me

Subscribe



Hannah Mitchell <hannah.mitchell21@outlook.com>1:34 PM (3 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am wri ng to support the Marina's zoning text amendment to allow food and beverage at the marina.

Fore Points Marina 0 views

 Assigned to meSubscribe 

Corey Merrill <merrill.corey@gmail.com>

1:46 PM (2 hours ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi - by way of introduction my name is Corey Merrill and I grew up in Portland, Maine and currently reside in Brooklyn, NY.

I travel to Portland to visit my family at least 6+ times per year and my favorite part about the city (very similar to what I love about living in New York City) - is the restaurant and bar scene. More so than ever before my friends in NYC are asking me for my favorite restaurants / bars to help them plan their long weekend getaways to Portland - so I've essentially created a running list of my favorite spots that I have shared 20+ times this year alone.

All that being said - **I am extremely saddened to hear that one of my favorite spots (the Fore Points Marina Bar) is at risk of closing due to the marina's zoning text amendments. PLEASE, let me know what I can do to help persuade you to avoid doing this - I've seen NYC grow over the 13 years I've lived here and can say that progressive places like what popped up on that Marina last summer are what gives cities like NY and Portland that "it" factor - and what will keep the money flowing.**

Thanks for reading my email and again - if there's anything else you need from me please don't hesitate to reach out.

Thanks,
Corey Merrill

Fore Points Marina

0 views

 Assigned to meSubscribe ☐**Hailee Flaherty** <HFLAHERTY@smhc.org>

2:41 PM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverages at the Marina. Fore Points Marina Bar has been such an amazing asset to Portland. Going to the marina bar had brought me into Portland countless of times, when normally I would have just stayed home. I have seen a ton of other of businesses that I never would have known existed if it wasn't for driving down to the marina bar, and I have brought business to those businesses because of it. Closing down the Fore Points marina bar would be a huge mistake.

Hailee Flaherty

Fore Points Marina 0 views

 Assigned to meSubscribe ☐

Frank Gruber <frankgruber5@gmail.com>

2:58 PM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello Portland Maine Planning Board,

I'm writing to support the marina's zoning text amendment to allow food and beverage at the marina. What started as a temporary setup has brought value to the area and brings life to the water's edge. There are not too many places to eat or drink in the area so I would hate to see it go.

Thanks,
Frank

Fore Points Marina

0 views



Assigned to me

Subscribe ☐**Sarah Davidson** <sarahdavidson635@gmail.com>

3:14 PM (1 hour ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hi!

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. We love Evo X and look forward to spending many more summers with them! Please don't take this away from us!

Thank you!
Sarah

--

Sarah Davidson

FORE POINTS MARINA

Assigned to ...

Subscribe ☐

0 views



Tom Fitzpatrick

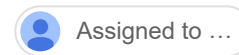
<tfitzy92@yahoo.com>

3:48 PM (19 minutes ago)

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the Marina’s zoning text amendment to allow food and beverage at the marina.

Fwd: Fore Points Marine



Subscribe ☐

0 views



J Glover <jglover1@maine.rr.com>
to planningboard@portlandmaine.gov

3:51 PM (17 minutes ago)

> I am writing to support the Marina 's zoning text amendment to allow food and beverage service at the Marina.
>
> Well run, excellent food, and a boost to Portland's economy.
>
> John S Glover

Fore Points Marina

Elizabeth Freeman

Sep 24, 2021, 4:20:30 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Elizabeth Freeman

Portland Maine Resident

Fore Points Marina

Rhonda Green

Sep 24, 2021, 4:31:22 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I am writing to SUPPORT the marina's zoning text amendment to allow food and beverage at the Marina.

The Fore Point bar was fully open to the public and embraced by the public- all ages. A fabulous spot that highlights the super energy and by the water location of Portland Maine.

Bravo

Rhonda Green

156 Sheridan St

Portland ME 04101

Fore Points Marina Bar

PC68

david bannon

Sep 24, 2021, 4:33:12 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov

Dear Sir/Madam,

As a resident of Turner Street on Munjoy Hill, I have really enjoyed the opportunity to stop in at the Fore Points Marina on my way to and from my home from downtown. The business and the location represents a perfect halfway point for visitors walking to & from Old Port and the Eastern Promenade.

As such, I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Sincerely

David Bannon

Fore Points Marina Zoning Text Amendment

PC69

Kristen Diver

Sep 24, 2021, 4:37:54 PM
to planning@portlandmaine.gov

To Whom it may Concern,

I would love to support the efforts of keeping food and beverage at the Fore Points Marina!

Thank you,
Kristen Diver

51 Moody St #2
Portland, ME 04101

Zoning Inquiry: 447 Riverside St

PC70

Maya Lorimer

Sep 24, 2021, 6:16:38 PM

to planning@portlandmaine.gov

Hello,

We're interested in potentially acquiring the property located at 447 Riverside St. Our uses would consist of self-storage, U-Haul truck and trailer share, and related retail sales. Are you able to confirm the zoning district of the property and whether or not the above-mentioned uses are permitted?

Thank you,

Maya Lorimer

Amerco Real Estate

2727 N. Central Ave., Suite 500

Phoenix, AZ 85004

[\(602\) 263 6555 Ext. 515302](tel:(602)2636555)

maya_lorimer@uhaul.com

Fore Points Marina

PC71

Tenni Luna

Sep 24, 2021, 6:40:56 PM

to planning@portlandmaine.gov

I'm writing to support the marina's zoning text amendment to allow food and beverage at the marina

The best painkillers in all of Maine are found at this marina. The views and sunsets are incredible, it's a pet-friendly establishment and it's something unique that the rest of Portland doesn't have.

As a longtime resident of Portland, please allow the marina to continue being a place where we can all enjoy those short summer days.

Winston really loves this place!

Sent from my iPhone



Fore Points Marina

PC72

Katie Kennedy

Sep 24, 2021, 7:07:01 PM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

To whom it may concern,

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina.

Our family (including young children) has thoroughly enjoyed this waterfront, outdoor dining space at Fore Points Marina. It's been hard the past couple of years with Covid to find outdoor dining that felt safe for children and this was one of our favorites.

Sincerely,
Katherine Kennedy
396 Brighton Ave
Portland, ME 04102

Fore Points Marina

PC73

Courtney Russell

Sep 25, 2021, 8:16:35 AM

to planning@portlandmaine.gov, publiccomment@portlandmaine.gov, planningboard@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina. Please let them stay!

Courtney

Fore Points Marine

PC74

Jeffrey Hargenrader

Sep 25, 2021, 8:28:39 AM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

I'm writing to NOT SUPPORT the marinas zoning text amendment to allow food and drink at the Marina bar.

When Fore points showed up on the marina scene I had nothing but good feelings towards what they could provide for the community. After a couple seasons, they are a disaster, they care not about the city, people, and most importantly a wholesome atmosphere around boats. If you were to allow them To have food and drink I think it should be extremely expensive for the license. They are making some serious money down there, And they are not catering to Portland they are catering to massive yachts that we don't need here to begin with.

Thank-you,
Jeffrey Hargenrader

Fore Points Marina

PC75

Megan Cook

Sep 25, 2021, 11:59:28 AM

to planning@portlandmaine.gov, planningboard@portlandmaine.gov, publiccomment@portlandmaine.gov

Hello,

I'm a Munjoy Hill resident and frequently use the Eastern Prom trails for running and walking. I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

Thanks for your time,
Megan

Four Points Marina

PC76

Larlee, Peter (ES)

9:20 AM

to planning@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. I moved to Portland in July 2021 and love the energy that the Old Port has to offer.

My wife and I have been supporting as many local businesses as possible that are in the city.

- I don't go to Lowes or Home Depot, I go to Maine Hardware.
- I try to go to use local markets like Micucci's when possible.
- I have also noticed my entertainment budget increase significantly, supporting many small business and their employees.

I do this to support the City I have now decided to call home, even though in my mind I know I am paying a slight premium to do so. We also entertain friends from neighboring towns as they all want to "see and be introduced" to new locations. If they have a good experience I am sure they are spreading the knowledge to more people to visit and commerce.

Four Points Marina is a great location to grab a coffee, some food, or a beverage. When asked by visitors to the city, I generally recommend Four Points as the Staff is friendly, responsive and the location shows the beauty of Casco Bay and the City.

I would love to see the location remain in business especially with the added development from Sun Life, WEX, and the new retail building being restored.

Thanks for your consideration

Peter Larlee

[781-443-5907](tel:781-443-5907) Mobile

peter.larlee@adp.com

ADVISOR // INFLUENCER

Fore Points Marina

PC77

Nick Vlahos

Sep 25, 2021, 12:33:17 AM

to planni...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina

Thanks,

Fore Points Marina

PC78

Joan Libby

Sep 27, 2021

to Plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. This place has been such a great addition to Portland. Perfect for boaters, families, children and dogs. A relaxed environment without dealing with the nonsense of those restaurants on the wharf.

Fore Points Marina

PC79

John Gillis

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

To whom it may concern,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

Thank you,

John

Fore Points Marina

Carrie Nalad

Sep 27, 2021

to planni...@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. Marina Bar has been a place for locals and visitors alike to gather and enjoy the beautiful views of Casco Bay and great company. We look forward to the hospitality of those working at the Marina Bar, and it has become a go-to spot for all occasions.

Thank you for your consideration,
Carrie

Fore Points Marina

PC81

Alexandra Andrews

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Good afternoon,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. The marina bar has been such a wonderful addition to the area, especially having a beautiful outdoor space during this pandemic. It has helped to bring tourism back to the Old Port and it became a hot spot for locals to gather. It will be sorely missed this winter and needs to be able to return next spring.

Best regards,

--

Alexandra Andrews

alexandrews207@gmail.com

[\(207\)671-3211](tel:(207)671-3211)

Fore Points Marina

Jessica Eames

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello!

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

This is a one-of-a-kind establishment like no other in Portland and draws a consistent crowd throughout the summer. It would be a shame and mega loss to Portland to lose it.

Sincerely,
Jess Eames

--

Jessica Eames

jessicaeames89@gmail.com

Fore Points Marina

PC83

Eric Dodge

Sep 27, 2021
to planni...@portlandmaine.gov

Hi,

I'm writing to support the marina's zoning text amendment to allow food and beverage at the marina. It's such a unique space, and eliminating the ability to enjoy food and beverage there I think would be a massive loss for the city. Especially during the pandemic, I think we need all the outdoor dining opportunities we can get to help manage the spread of the virus.

I hope you'll consider! Thanks!

-Eric Dodge
396 Brighton Ave.
Portland, ME 04102

Fore Points Marina

PC84

Watters, Dianne

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I'm writing to support the zoning amendment to allow food and beverage at the Marina.

This has become a family and friends favorite for summertime visits. A great way to enjoy the East end trail, and stop in for a break to take in the view. We have few spots that allow dogs, so we love to stop in when we can.

Thank you for your support!

Dianne

Dianne Watters, PMP

Senior Product Marketing Manager
Tyler Technologies, Inc.

P: [800.772.2260](tel:800.772.2260) ext. 4140

www.tylertech.com

Four Points Marina

PC85

Aja Brill

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I am writing to support the Marina's zoning text amendment to allow food and beverage at the marina. We really enjoy spending time here and would be sad if the food and beverage service was taken away.

Thanks,
Aja

Sent from my iPhone

Fore Points Marina

PC86

Julia Clark

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello, I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

I moved to Portland this past December to plant roots back east where I am from.

Fore points became a home base for me over the summer where i could meet folks who lived in my neighborhood and feel safe and social without being afraid or feeling uncomfortable. Through a hard time the Marina Bar was a place that I could look forward to going after long hard days at work and could always rely on a friendly staff, a great crowd of people of all ages and walks and excellent food and service.

It would be a detriment to our great community to no longer have this safe space to gather and enjoy time outdoors and on the water in true Maine style.

Thank you,

Julia

--

Julia Clark, PhD, MPH

Phone: 401-368-5558

Fore Points Marina

PC87

Travis McKenzie

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

It is such a fabulous place for families and is something I'd like to see come back in the future.

Thanks for your consideration,

Travis

Travis McKenzie
INNERVOICE Media Group
[617-230-6130](tel:617-230-6130)

Fore Points Marina

PC88

Heather York

Sep 27, 2021

to planni...@portlandmaine.gov, public...@portlandmaine.gov, plan...@portlandmaine.gov

Good evening,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. It is a positive addition to the Portland food and beverage community and has been a wonderful COVID-friendly option this year. I look forward to many more summers visiting the marina.

Thank you,
Heather York

Fore Points Marina

PC89

Suzanne Johnson

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

I am an employee of Sun Life and will soon be working there. Lots of us will enjoy having this as an option and it's a great way to enjoy the scenery here of the Atlantic ocean.

Suzanne Johnson
Falmouth, ME

Thank you.

Fore Points Marina support

PC90

Tom Bander

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

I am writing to express strong support for the marina's zoning text amendment to allow food and beverage at the marina. My wife and I live nearby on Munjoy Hill and love the sense of community at the marina bar. We regularly walk there or meet with friends (and our dogs!) for food and cocktails. The outdoor setting is very special and also encourages patrons to walk through town, rather than drive. We also appreciate that they highlighted a local charity to support each week throughout the summer.

Thanks,

Tom

--

Tom Bander, MD
Director of Procedural Dermatology
Maine Medical Partners - Dermatology
[616-481-4191](tel:616-481-4191)

Fore Points Marina Bar

PC91

Christine

Sep 27, 2021

to plan...@portlandmaine.gov, public...@portlandmaine.gov, planni...@portlandmaine.gov

To the decision makers—

I am writing to support the Marina's zoning text amendment to allow food and beverage at the Marina.

I have been a longtime resident of the East End, and cannot imagine a future without Fore Points Marina Bar. Marina Bar has been a place for my friends and I (along with our pups and new babies) to come together and celebrate with food and drinks the many life changes that have happened to us. It is a warm, fun, accessible and beautiful space to gather and I truly hope you consider these messages and what it means to so many to have a place like Marina Bar to go to eat, drink and be merry!

Warmest Regards,
Christine and Zeek

Fore Points Marina

PC92

Martha Bleeker

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hi,

I'm writing to support the marina's zoning text ammendment to allow food and beverage at the marina. The FP Marina Bar is my all-time favorite spot in Portland to grab a drink with my wife and friends and enjoy the beauty of my favorite town. I love bringing visitors there to take in the spectacular views while enjoying a lobster roll and Allagash White. Please consider allowing them to reopen next year!! Thank you!!!

-Martha Bleeker

Fore Points Marina

PC93



Kristin Silvani

Sep 27, 2021,
to plan...@portlandmaine.gov, planni...@portlandmaine.gov

Hello,

I'm writing to support the marina's zoning text ammendment to allow food and beverage at the marina. The FP Marina Bar is my all-time favorite spot in Portland to grab a drink with my wife and friends and enjoy the beauty of my favorite town. I love bringing visitors there to take in the spectacular views while enjoying a lobster roll and Allagash White. Please consider allowing them to reopen next year!! Thank you!!!

-Kristin Silvani

Fore Points Marina

PC94

Gabe Balzano-Brookes

Sep 27, 2021

主



to planni...@portlandmaine.gov

Hello,

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. I have really enjoyed gathering outside with friends and family at the Marina Bar and enjoying the beautiful views of Casco Bay, great drinks, delicious food, and great company. We look forward to the hospitality of those working at the Marina Bar.

Thank you for your consideration,
Gabe

Sent from my iPhone

Fore Points Marina

PC95

Kaylie Friel

Sep 27, 2021

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

To whom it may concern:

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

The Fore Points Marina bar has added new life to the waterfront in a tucked away spot. It's beautiful 'off the beaten path' location and wonderful atmosphere have been a bright spot for the city of Portland!

Thank you,

Kaylie Friel

Amy Oberlin

PC96

unread,

Sep 27, 2021,

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

Hello all,

I am writing to support the marina's zoning text amendment to allow food and beverage at the marina.

I am a resident of Portland on Munjoy Hill and I am a huge fan and have been a frequent patron of the Fore Points Marina Bar and Evo X food truck, both this summer and last summer. The bar and food truck is a fantastic use of the waterfront space and is one of my favorite places to eat in the city. We take nearly every guest there to eat by the waterside, and as our neighbors discovered it over the summer they have had nothing but great things to say about it. None of us have boats but the food and drink makes the marina bar an essential meeting spot for us, where we have already celebrated multiple birthdays during its short existence.

In short: we love the marina bar! Please let her stay!

Thanks for your time,
Amy Oberlin

Amy Oberlin

6:54 AM (4 hours ago)

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov

An addendum to my earlier message:

TO BE CLEAR I am actually extremely excited about the Foreside/58 Fore development plans, particularly the "historic core" market and the badly needed housing, and I do NOT think preserving the marina bar should take priority over this development going forward. I would simply like to eat fried fish and drink frozen margaritas at this lovely waterside spot until construction actually begins!

Thank you!
Amy Oberlin

9/28/2021 - PB Workshop on 58 Fore St Developer Abuse of Approved Permit

Karen Snyder

10:48 AM
to Planning Board

Dear Chair Mazer and Planning Board Members,

There has been great concern about 58 Fore St /Foreside developers refusal to follow what was approved in the Master Plan permit.

This developer instead of following what was approved has attempted to thwart it in various egregious ways. Examples are as follows:

Issue #1: Blocked Public Views from the Marina

It originally was approved to be a single marina building and a public waterfront view from public walk which was to be the entire length of marina frontage. Instead, there are multiple buildings and fencing including porta potties which block approximately 450 feet marina frontage of the public ocean views. However, the ENTIRE marina frontage length has been blocked with a fence or buildings by the developer which the City has allowed this waterfront frontage to be privatized. *See below photos taken as of this morning.*

Issue #2: Abuse of Temporary Event Permit:

The developer has also continues to be granted multiple consecutive 2 week temporary events to allow a marina bar at the site. This is abuse of what was approved for zoning. Temporary events were suppose to be for a few events that are temporary.. not a full time operating bar.

Issue #3: Abuse of Infill

The developer for at least the last year has been putting infill on the property. Per approved permit, they were allowed to be granted only one (1) 15- ton truck of infill deposited on approved permit. As shown in below photos, there is obviously more than one 15-ton truck load because the infill soil is higher that the grey facility building and runs the length of

approximately 500 feet towards east towards Portland House. The volume of this infill was not calculated but it obviously more than one 15-ton truckload. It appears this developer is attempting to build up the mid grade slope in order to build higher due to the fact the Planning Dept refuses to ensure in the zoning language and clarify building height calculations. Therefore, the developers know they can "trick" the system by building the soil height higher in order for the building height to be higher. ***See below evidence of photos taken as of this morning.***

In conclusion, it is obvious that this developer will not follow approved permits knowing that they will only get a slap on the wrist by the city as they overwhelm a portions of the the eastern waterfront, change the landscape, and block public water views in order to maximize their profit margin at the expense of the public.

How can the City, Planning Board, and residents trust anything this developer does when the developer obviously ignores what was permitted, takes advantage of every loop hole, and works around the system? This developer clearly disrespects the City Hall procedures and the residents of Portland.

Regards,
Karen Snyder
Munjoy Hill Resident

58 Fore St/Foreside Marina Frontage As of 9/28/2021

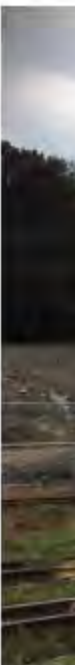




NOTE: An estimated 450 feet of marina frontage is blocked by multiple buildings and porta potties

58 Fore St/Foreside Infill Efforts As of 9/28/2021

Panoramic view facing North from public sidewalk from West to East of the infill by 58 F



Note: The infill height is as high as the gray facility building which is the farthest eastern building on site.

As of 9/28/2021

West to East of the infill by 58 Fore St/Forside developer



Fore Points Marina

PC98

Elena Usova

10:44 AM

to planni...@portlandmaine.gov, plan...@portlandmaine.gov, public...@portlandmaine.gov

I'm writing to support the marina's zoning text amendment to allow food and beverage at the Marina. This summer it was a very special place for me and my friends. It would be wonderful if we could have them next summer again.

Thank you

Elena

Fore Point Marina

PC99

Art Timofejev

11:10 AM

to planni...@portlandmaine.gov, plan...@portlandmaine.gov, public...@portlandmaine.gov

Hello,

I'm writing to support the marina's zoning text amendment to allow food and beverage at the Marina.

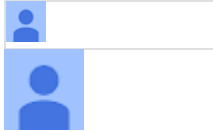
This summer it was a very special place for me and my friends. It would be wonderful if we could have them next summer again.

Thank you

Art.

Fore points marina

PC100



dani-...@yandex.ru
unread,
11:37 AM (1 hour ago)

to plan...@portlandmaine.gov, planni...@portlandmaine.gov, public...@portlandmaine.gov
I'm writing to support the marina's zoning text amendment to allow food and beverage at the Marina.
Thank you

Dani

Fore Points Marina Bar

PC101

Daniel Tonini

<captaindan4u@gmail.com>

10:23 AM (2 hours ago)

to planning@portlandmaine.gov

I am writing to support the Marina Bar zoning text amendment to allow food and beverage at the marina. In a rapidly growing city, it is preposterous that objections to the harmonious nature of this type of business should not be allowed. The Marina Bar is a great example of a vibrant meeting place that gives landlocked people access to the waterfront, as well as the marina facility's member/customer base. The blend of tourism, business, yachting, and commercial activities, all benefit by the placement, soundness, and overall vibe of what Portland was, is, and should remain being.

Thanx for reviewing,
Captain Dan Tonini

Long Live Marina Bar

PC102

Veronica Willette

<veronica.willette@gmail.com>

Sep 27, 2021

to planning@portlandmaine.gov

Hello,

I'm a second generation Munjoy Hiller and have been so proud of Portland for finally having a no frills spot on the water at the foot of the hill to relax and hang out at after work. It's outdoor set up was perfect for playing it safe with COVID, too. Please let this low-key spot with character stay amongst all of the high-end development that has no character.

Many thanks,

Veronica Rollette

Fore Points Marina

PC103

Jennifer Flaxman

3:03 PM (6 minutes ago)

to planni...@portlandmaine.gov

I am writing to support the marina's zoning text amendment to allow food and beverage at the Marina. The Marina Bar is a gem on Portland's waterfront. Please keep it open for years to come!

Jennifer Flaxman

7 Atlantic St, Portland, ME 04101

From: Joe Lewis <joe@portcitylegal.com>

Date: Tue, Sep 28, 2021 at 6:38 PM

Subject: Thanks

To: David Silk <dsilk207@gmail.com>

For looking out for the public. As near as I can tell, the applicant has not been a good faith actor and is not a particularly good neighbor. The goal of maximizing visual and physical access should trump all considerations past the legitimate and focused treatment of the marina's security needs. That's it. After that, go upland or go home, eh? Anyway, thanks again for your service to the city. Hope all is well.

- Joe

Joe Lewis, Attorney
Port City Legal, LLC
10 Moulton Street, 4th Floor
Portland, Maine 04101
(207) 210-6559
www.portcitylegal.com

DISCLAIMER: This e-mail and any file or attachment transmitted with it, is only intended for the use of the person and/or entity to whom it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the recipient of this message is not the intended recipient or otherwise responsible for delivering the message to the intended recipient, be notified that any disclosure, distribution or copying of this information is strictly prohibited. If you received this communication in error, destroy all copies of this message, attachments and/or files in your possession, custody or control and any other copies you may have created, and notify the sender at (207) 210-6559, or at the sender's e-mail address listed above.

I am a lawyer, but I am not your lawyer unless you have been in my office and signed a contract. Unless I am your lawyer, this communication is not intended as legal advice, and no attorney client relationship results. Please consult your own attorney for legal advice.

Fore Points Marina Food & Beverage



Liz Harrington

unread,

Sep 28, 2021, 5:38:28 PM

主



to plan...@portlandmaine.gov, planni...@portlandmaine.gov

Dear Portland Planning Board,

The Marina Food and Beverage venue is a great addition to the Eastern waterfront. It is a well designed, well run, low key spot to enjoy delicious food, music and refreshments as well as the spectacular water view that attracts so many to our area.

It was a welcome addition to an area of the waterfront lacking any other food and beverage options and we hope it becomes a permanent fixture. Residents and visitors alike have enjoyed many outings to this spot over the past few years and we would hate to see it close.

We fully support approval of the Fore Points Marina Zoning Text Amendment.

Thank you,

Elizabeth and Brian Harrington
236 Eastern Promenade, Unit 2
Portland, Maine 04101

Sent from my iPhone

Fore Points Marina Bar and waterfront food/beverage

PC106



Paula Mahony

Sep 28, 2021, 9:18:22 PM (19 hours ago)

主

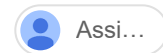


to plan...@portlandmaine.gov, public...@portlandmaine.gov, planni...@portlandmaine.gov

I'm writing in support of Fore Points Marina Zoning Text Amendment. Having food and beverage service along the Eastern path is a great value to those of us who walk and run along that area. Please amend the zoning to allow for continuation of these businesses.

Paula Mahony
Words@Work,Inc.
47 Portland Street, 3rd Fl.
Portland, ME 04101
[\(207\) 797-0147](tel:(207)797-0147)
Paula@wordsatwork.us

58 Fore Street, Portland - Project - Public Comment

Subscribe ☐

0 views

**Kelly Walker** <kellytwalker47@gmail.com>

Oct 1, 2021, 3:55:48 PM (2 days ago)

to planningboard@portlandmaine.gov

I have concerns about the amount of dirt/fill that is being "stored on site" at this project. It appears as though they are attempting to raise the lowest points at which they will start their calculations for building heights. It is important that we preserve our ocean views and sitelines and I want to be sure they are held to keeping the lowest grade where it was before they started the project and putting fill there. It is also important to consider this project's potential impact on the historic nature of Munjoy Hill now that the majority of the hill has been designated as an historic district. By raising the base grade, they will affect both the views of the historic homes and the views from the historic homes. The developer should not be permitted to raise the grade of the site to gain additional height that will adversely impact views of and from any home and especially all the historic homes on the hill which the historic district was created to protect.

All the best,

Kelly Walker**REALTOR® | eXp Realty, LLC****207-699-8340**kellytwalker47@gmail.com[Visit my website](#)Office | 533 Congress Street | Portland, ME 04101 | [\(888\) 439 - 8743](tel:8884398743)

kmci <kmcinern@gmail.com>

Oct 23, 2021, 2:15:17 PM (yesterday)

to planningboard@portlandmaine.gov

To: planningboard@portlandmaine.gov

re: Fore St. Marina (Fore Points Marina/58 Fore St) proposed amendments

I've been concerned with the way Fore Points Marina has repeatedly allowed service vehicles and coffee truck patrons to obstruct the trail, and in so doing to create dangerous conditions. If that sounds silly, imagine a baby stroller, unattended, a bicycle or two, also unattended, and people waiting for their order and thus focused on their devices while waiting, all of which is taking place in the trail lane closest to the coffee truck.

Then imagine a bicyclist moving into that lane to avoid pedestrians who is suddenly faced with the congestion in that lane. I've seen two close calls like that.

Attached is a photo I took Oct 10th - per usual, there is no Fore St. staff there to manage or control the truck. Whoever those people were, they climbed over the white fence using the ladder, and on the way out, one of them climbed the white fence. This type of thing is ripe for litigation in which the city would be named, should an accident occur (such as the man falling off the ladder).

Before allowing any amendments, I think it might be prudent to clarify with Fore St. that any member of the public whose business Fore St or any of its vendors want to serve must be directed onto Fore St property to conduct the transaction (in this case, with the coffee truck). Because Fore St benefits from the transactions, they must be accountable for directing patrons onto their property, to keep the trail safe and open.

Further, no service vehicle or personnel should drive or park or provide service from the trail. Fore St has a gate, and all Fore St business should be directed through that main gate. Are they prepared to have staff available for this, will they commit to that?

As to amendments, I may be misunderstanding the documents but it appears that three "crossings" are pictured: wouldn't 3 crossings present 3 opportunities for collisions and congestion? Why isn't one crossing enough (perhaps one pedestrian entrance where the main gate is)?

I care less about a restaurant per se than I do about questioning how foot traffic will be managed safely and without impacting the existing trail use by joggers, bicyclists and pedestrians.

Thank you, Kathy



THE PROJECT FOR PUBLIC SPACES. Founded almost 50 years ago, the Project for Public Spaces (PPS) has since 1975 completed projects in more than 3,500 communities in over 50 countries and all 50 U.S. states. It is the premier center for best practices, information, and resources on great place-making, especially along waterfronts. The PPS has studied more than 200 urban waterfronts around the world in cities on the ocean and along rivers and lakefronts. (at 740 Broadway, Suite 1101 New York, NY 10003 info@pps.org | 212.620.5660)

Some Great Waterfront Places Studied: Venice Beach, CA; San Antonio Riverwalk, TX; Peoples Park and Navy Pier, Chicago; Laguna Beach, CA; San Francisco's Fisherman's Wharf and Artillery Park; The Riverwalk, Chattanooga TN; Milwaukee WI; and internationally, Montreal, Canada; Porto, Portugal; Brighton Beach UK; Rio de Janeiro; Stockholm, Sweden; Oslo, Norway; Helsinki plaza & indoor market, Finland; Auckland, New Zealand; Brighton Beach, England; Rio de Janeiro; San Sebastian, Spain; Vancouver marketplace; Sydney, Australia, and Hamburg, Germany;

HOW TO TRANSFORM A WATERFRONT. For cities that envision their waterfronts as lively public spaces to attract people and keep them coming back, PPS has created a small set of guidelines to help make this happen, drawn from many years of experience working to improve urban waterfronts around the world. (For some illustrations, go to www.pps.org/article/turnwaterfrontaround.)

1. MAKE *PUBLIC* GOALS PRIMARY. The best efforts at waterfront re-development put public goals first, not short-term financial or commercial considerations.
2. CREATE A SHARED COMMUNITY VISION FOR THE WATERFRONT. Because a sound vision is adaptable and may be implemented gradually, it will become bolder as public enthusiasm for making change builds, and the transformation of the waterfront gains public support.
3. CREATE AND CONNECT MULTIPLE DESTINATIONS. Set a goal of great multiple destinations along the entire waterfront; and incorporate each destination into the shared vision. The key goal is continuity, especially for the pedestrian experience.
4. LIMIT RESIDENTIAL DEVELOPMENT. Great waterfronts are not dominated by residential development along the water. It is essential that the waterfront be directly accessible for people's use and activities, to the greatest extent possible.

5. DESIGN AND PROGRAM BUILDINGS TO ENGAGE THE PUBLIC SPACE. Any building along the waterfront should add to the activity of the public spaces around it. When successful, the result is an ideal combination of commercial and public uses.
6. SUPPORT MULTIPLE MODES OF TRANSPORTATION, AND LIMIT VEHICULAR ACCESS. The best waterfronts are for people. They are enhanced greatly when accessed by means other than private vehicles. Without cars and parking lots, people are more at ease and waterfront activity flourishes. (Commercial deliveries to local businesses are an important exception.)
7. INTEGRATE SEASONAL ACTIVITIES INTO EACH DESTINATION. Waterfront places are often known for their chilly winds and gray skies. Programming should take rainy-day and winter activities into account, and amenities should provide protection from the weather.
8. MANAGE, MANAGE, MANAGE. Ongoing management is essential to maintain waterfronts and sustain a diverse variety of attractive activities and events throughout the year.

AND WHAT MAKES FOR ANY GREAT, SUCCESSFUL PUBLIC SPACE?

(William H. Whyte, *The Social Life of Urban Spaces*, 1980)

- Street Access, for pedestrians
- People, for people-watching
- Sitting Places
- Sun and Trees
- Food and Water

kmci <kmcinern@gmail.com>
to planningboard@portlandmaine.gov

5:50 AM (2 hours ago)

If today's PPH article is accurate,

"The company was cited by city inspectors in March for failing to remove the structures.

It was cited again in April after inspectors found even more unpermitted buildings and equipment, including a shade structure, boat-waste and flush-water holding tanks, had been installed along with unpermitted electrical work and safety violations.

The city and Portland Foreside signed a consent agreement in May that noted the company had fixed or would fix many of the violations inspectors identified, and the city allowed it to keep getting catering permits for its bar and restaurant. It was fined \$11,100 – to be erased if the developer complies with all terms of the agreement.

In an email, the company said the Marina Bar was a way to keep employees of Evo Kitchen+Bar, owned by a member of its leadership team, employed during the COVID-19 pandemic. The bar was received well and developers said they met with the city in 2020 to find a way to make it permanent."

Then they have shown their true colors: The fine should NOT be "erased" - the violations were known, and they just went ahead and did it. Therefore they need to pay the fines, which are minimal given their budget. What justification can the city have for "erasing" the fines?! The Covid excuse is also very illuminating: owned by a member of the organization...give me a break.

Send them a message appropriate to their behavior: collect the fines, and put the restaurant and other things on hold pending their future behavior.

Lin Lisberger <lin.lisberger@gmail.com>

10:08 AM (6 hours ago)

to planningboard@portlandmaine.gov

To the Planning Board,

The folks at the 58 Fore Street development have been disingenuous at best. Their request to keep their temporary buildings and view preventing fence should not be allowed. The area is blocked off to the public, totally against requirements, and it looks tacky at best. In the meantime they are proposing a hair-raising amount of massive structures.

If you have had mostly letters of support, as reported in today's paper, then I am sure they solicited those letters from their friends and investors.

It is important that you demand that they follow the rules and please do not capitulate to their false claims.

Lin Lisberger
29 Waterville St.
Portland

Lin Lisberger
lin.lisberger@gmail.com
www.linlisberger.com
<https://www.youtube.com/watch?v=TgB3RioM9d0>
<http://trails.org/2020/08/14/the-art-of-walking/>

Denise Preisser <depreisser@hotmail.com>

10:12 AM (6 hours ago)

to Planningboard@portlandmaine.gov

Dear Planning Board,

The violations that were listed in the paper today in regards to the Fore Points Marina is a disgrace. I attended all the meetings back in the day with all the promises of a « World Class » marina wooing even those skeptical, and over the past few years I have seen nothing classy or promised about it. First a wooden fence installed just high enough to block views from the trail then the gray shack structures for showers and laundry- which I asked about to a worker walking one day- who said they were permitted. The marina bar has port a potties which stink.

Environmental pieces do not seem to be of any concern. Promises and designs of snake oil salesman to woo, but only Portlanders to be taken. The entrance from Fore leading to the waterfront for all was supposed to be this grandiose staircase and now it looks like this too has changed. Elected officials have too many times listened to Staff recommendations. I do not vote for Staff and do not agree with backdoor deals with them and developers. I urge you to vote NO on any temporary buildings on this site or elsewhere especially since permitting can not be enforced or followed through.

Many of the outdoor temporary spaces - besides Fore Point Marina are looking like slapped together safety hazards, storage sheds for furniture and heaters and definitely not ADA approved. Safety and environment and the law comes first.

Denise Preisser

JEAN MC MANAMY <ninimaine@aol.com>

10:31 AM (5 hours ago)

to planningboard@portlandmaine.gov

Please do not approve permanent approval for the expansion of the Marina along the Joe Gray trail to include bars, coffee shops etc which are open to the public, especially tourists, and clearly not a Marina and waterfront dependent enterprise.

This is a waterfront restaurant, most definitely exceeding the Marina facility in size and closer than 25 feet to the hard shore line. Bit by bit, the owners of this property have walled off pedestrians on the trail from the view and sounds and smell of the harbor and channel. The vinyl fence was followed by a coffee trailer, then additional structures in violation of city orders to remove them.

This has become a walled, gated and now roofed-in structure. The story of this place, the exclusivity of its climate and offerings, and the sad impact on the trail is the story of white privilege at work. The attitude of the Marine owners toward the public is evident in their hostile approaches and shoutouts to kayakers paddling near the marina on public waters, and to citizens sitting on the rocks near the razor wire fence they erected to keep undesirable members of the public out.

When this rezoning of the eastern waterfront to accommodate the property owners was underway, the threat of a gated development was raised by residents and opposed by city officials. The policy of open access, and the policy of protecting the trail that so many residents worked so hard for, was part of the approvals.

Please get that fence taken down and deny approval for what is clearly a permanent structure, whether it has a canvas roof, a vinyl wall, or a bunch of small outbuildings. Restore the peace and tranquility of this walkway, opened with so much fanfare. Giving approval to this means further expansions and construction, most likely with a larger footprint and increased height and noise.

Jean (Nini) McManamy
10 Willis St. Portland
Sent from my iPad

PC114

Karen Snyder <karsny@yahoo.com>

10:59 AM (5 hours ago)

to Planning Board, Christine Grimando, Planning and Urban Development, Kate Snyder, Belinda Ray

Dear Planning Board Members,

Please oppose all proposed 58 Fore St amendments for the following reasons.

It sets a precedence for future developers that they can get an approved MDP or approved building permit knowing they can change it in the future with no recourse. This also means this developer was being disingenuous at time of approved permit and lying about what they truly wanted to build which is privatizing as much of they can of the public views. This is classic bait and switch that developers are known for.

The Planning Department and Planning Board are suppose to be stewards of good development and ensuring that Portland's Comprehensive Plan and it's policies are enforced and long term residents of all socio-economic and demographics enjoy the public views all over Portland. This has clearly not been the case for the last 6 years.

By allowing this developer to get amendments or get waived of fines is classic established patriarchal systems that have shown that it never benefits long term residents but only the wealthy who don't reside in Portland but want to privatized as much as Portland as possible for their profit as Portland fades away.

Regarding the lack of enforcement by the City and the paltry fine that this developer is wanting to be waived. My question to the Planning Board and City is why are there even approved building permits if they are never enforced or adhered to?

The Planning Board needs to put it's foot down and also enforce the original intent of this water frontage which was the public were to continue to have mostly water views. Please have them remove most of the fencing types, porta potties, the assortment of miscellaneous buildings and structures that crept in over the last 2 years to create basically a gated development community.

The City of Portland Planning, Zoning Enforcement and Planning Board need to be better stewards of Portland and need to stop the "business as usual" attitude because this never never helps residents and removes what made Portland special.

Regards,
Karen Snyder
Munjoy Hill Resident

1:24 PM (2 hours ago)

David LaCasse <loafinit@gmail.com>

to Planning Board, Christine Grimando, Planning and Urban Development, Belinda Ray, Kate Snyder

Dear Planning Board Members

Pease oppose all of the proposed 58 Fore St amendments for the following reasons:

1. Evo says they broke the zoning laws to provide employment to their employees during Covid. Most of us with businesses received PPP loans to support the continued employment of our employees. I would assume Evo did the same and should not now be rewarded for breaking the law.
2. The Sheds are an eyesore to all walking along the public right of way. For years the marina provided bathrooms, laundry and office space on the other side of the public right of way. Why is that not now possible. Are we seriously going to have to look at these sheds for another 10 years!
3. We were told that the fence was installed for the protection of the public while construction of the marina was in progress. Now we are told the fence is for the protection of the public from a dangerous and unstable embankment. However, it seems that this dangerous and unstable embankment is ok for the private users of the marina. This is an absurd argument since it seems to be safe enough for them to have Adirondack chairs, a grill and bar and other marina amenities next to this dangerous and unstable embankment. If it is dangerous then area should be shut down. The entire purpose of a fence that is too high to see over is to prevent the public from looking into the private marina. The fence is TOO HIGH and UNNECESSARY and should be REMOVED!
4. Let's not reward this total disregard of the public's use of the Eastern Prom right of way by letting them keep all of the unsightly sheds and fence for another 10 years.

Thank you.

David

David LaCasse

207 831 1980

loafinit@gmail.com

Pandora LaCasse <pandoralacasse@gmail.com>

1:36 PM (2 hours ago)

to Christine Grimando, planningboard@portlandmaine.gov, Kate Snyder, Belinda S. Ray, planning@portlandmaine.gov

Dear Planning Board Members,

I have been concerned about the visual impact the fencing and small structures on along a major public viewpoint of the bay at Fore Point Marina for a while as you can see from my e-mails below to Christine Grimando. These sheds continue to accumulate along the public walkway at the marina along with the high walled fencing that completely blocks the viewing. Since the company has been able to find the funds to keep building on the land side they should also complete the plans for a public accessible waterfront along the public trail per the approved drawings. This should be the priority at this point in their development since it impacts dramatically the Eastern Promenade right of way. These temporary structures and fencing privatizes the viewing corridor to the bay. This section along the Eastern Promenade trail is very dynamic with boat traffic coming and going. The visual barrier of the fencing combined with the backs of small sheds should not be allowed to stay another ten years. I can understand putting a temporary fence when construction is going on but this type of fence is designed to block people from seeing in and through and there is no construction going on. Also if the property could be dangerous at certain points wouldn't the people getting off boats, sitting in adirondack chairs and barbecuing near the shore line be in danger also?

Regards
Pandora

Pandora LaCasse Studio
219 Anderson Street #5
Portland, Maine 04101
[207-232-1686](tel:207-232-1686)

Wayne Valzania <Wayne@redhookdesignalliance.com>

2:39 PM (1 hour ago)

to planningboard@portlandmaine.gov, Kate Snyder, bsr@portlandmaine.gov

Members of the Portland Planning Board, Mayor Snyder, Councilor Ray,

I am writing to request full disclosure by the Developer of 58 Fore Street in a public forum that would include the following:

- A precise project plan and timeline for the development.
- Disclosure of project financing including the need for TIFFs required to successfully complete the project.
- Renderings of the completed project, that if approved would be held as a legally binding promise made to the City of Portland and its residents as to the scope of the project.
- A revised impact study on the shoreline.
- A revised traffic impact study that includes Fore Street and the Eastern Prom thoroughfare as it would affect Munjoy Hill residents and small businesses in the Fore Street that rely on access and public parking.
- A review of the aesthetics of the small huts that are now in place and a plan to remediate and comply with city codes for small accessory structures.
- A detailed proposal with renderings for barriers, fencing previously erected and to be erected, and allowances for public access to the waterfront as impacted by the 58 Fore Street development.
- An explanation as to how and why this development has been allowed to avoid oversight and sanctions for numerous violations of city development and building codes.

The list could go on, but the point being made is that rogue development should be subject to public scrutiny and comment, and regulated to the same standards as other projects regulated by the City of Portland.

Thank you for your time and consideration,

Wayne Valzania

Munjoy Hill Resident

Bethany Waickman <rae_rae_racer@hotmail.com>

3:36 PM (19 minutes ago)

to planningboard@portlandmaine.gov

We just thought the new Foreside Marina was an eyesore, annoying, loud, and just another money pit eating up Portland's natural waterfront. But turns out it was actually ILLEGAL too and no one is doing boo about it?! Shame on you.

Clean it up, charge them, and go back to the drawing board. Do your job. Stop making loop holes for rich people taking over this city.

~bethany

PC119

Winston Lumpkins <winston.lumpkins@gmail.com>

3:17 PM (1 hour ago)

to planning@portlandmaine.gov

Good afternoon members of the planning board.

I would like to submit public comments about the proposed amendments to Portland Foreside Development Company's plan.

You must not pass this amendment.

No one should be able to operate an illegal bar for a year and not face consequences, esp. not a developer who's trying to earn the trust of the community, in such a glaringly public place.

**They must pay that 11,000 dollar fine & remove the illegal structures immediately.
If they won't do it, the city needs to. We have police and dumptrucks.**

If there was a homeless encampment there, and they built sheds and started selling liquor and food- would we let that go on for a year?

Can I run down to home depot and pick up a garden shed and start selling booze somewhere along the eastern prom trail? Will I be allowed to continue for a year? I bet I could make a pretty penny- probably make up for an 11,000 dollar fine.

Ridiculous and shameful that it was allowed to continue for this long.

Show some backbone and don't let them get away with this ridiculous nonsense.

Thanks for all the work you do for the city of Portland Maine,

~Winston

~Winston W. Lumpkins IV
72 Waterville Street,
Apt 1
Portland, Maine,
04101
[207-408-1508](tel:2074081508)

Fore Points violations

josh hale

Oct 26, 2021, 4:11:56 PM

to planni...@portlandmaine.gov

Good afternoon,

I would like to add another Portland citizen's voice against allowing Fore Points marina and their bar to keep operating on the Eastern Promenade trail. They have acted in flagrant violation of city ordinance, all while making enormous profits off what should be a shared city resource.

They have been a bad neighbor and actor since they moved in, and the continued placement of illegal fences and buildings should absolutely not be allowed. The paltry fines levied by the city have not been a deterrent, and clearly have been just written into Fore Point's operating costs.

--

Respectfully,

Joshua Hale

p: [207.415.0890](tel:207.415.0890)

e: josh7hale@gmail.com

Chabad Lubavitch of Maine

Jeff D. Emerson

7:27 AM (3 hours ago)
to planni...@portlandmaine.gov

The Planning Board last night heard testimony by supporters of Chabad Lubavitch of Maine, none of whom live in the Chabad neighborhood, and neighbors of Chabad. The neighbors of Chabad uniformly were in opposition to approval of the “after the fact” conditional use permit. That should tell the Planning Board something. While the Planning Board has a legal responsibility to conform to the laws and regulations of the City of Portland, it also has a fiduciary responsibility to the people of Portland. Chabad does not conform to the ordinances of the City (per Anne Torregrossa's August 4, 2020 letter) and it has been a bad neighbor. Despite what Mr. Tinkle, counsel to Chabad, told the Planning Board, Chabad has expanded in size, scope of services, traffic impact and especially noise since it was built on Pomeroy Street. One Redlon Park Road neighbor recently moved out of the City of Portland because of the noise from Chabad.

The neighbors on Redlon Park Road, in addition to the other Chabad neighbors who spoke last night, urge you to reject the conditional use permit application.

Jeff D. Emerson

President

NorthEnd Group LLC

18 Redlon Park Road

Portland, ME 04102

Tel: [\(240\) 752-7143](tel:(240)752-7143)

Efax: [\(207\) 221-1159](tel:(207)221-1159)

Confidentiality Notice: This e-mail transmission may contain confidential or legally privileged information that is intended only for the individual or entity named in the e-mail address. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance on the contents of this e-mail is strictly prohibited. If you have received this e-mail transmission in error, please notify the sender so that we can arrange for its proper delivery. Then please delete this e-mail from your computer. Thank you.

written comment for 10/26/21 meeting on 58 Fore St. MDA Plan Amendment

Joanna Sturiano

Oct 26, 2021, 4:17:50 PM
to planni...@portlandmaine.gov

Dear Portland Planning Board,

I write to urge you to oppose all proposed amendments to the MDA Plan set forth by the Portland Foreside Development Co. I am a concerned resident of Munjoy Hill who has experienced negative effects of the 58 Fore St. project development over multiple years, and I am very dismayed that the city and its planning board has seen fit to do little more than give a slap on the wrist of this major developer in the form of citations and paltry fines, setting a pernicious precedent for future developers to attempt to follow in instituting plans of their own devising, against the considered consensus of Portland residents.

It would be entirely unethical and nonsensical for a civic body which is entrusted by the city of Portland's voters to serve as a steward of our interests in accordance with the Portland Comprehensive Plan, to issue the proposed post facto amendments to the Portland Foreside Development Co.

Why should we permit this development company to even continue pursuing *any* of their proposed development as set forth in their 2016 MDA, if they have shown they willfully ignored that plan and knowingly skirted zoning laws (such as by stringing together 'catering' licenses for what has obviously been a permanently installed food truck setup, the EVOX truck) to conduct such extra business as sales of food and liquor, and to occupy additional public lands with constructed sheds and human waste containment facilities (!)?

It certainly must have been convenient for Fore Points Marina to have had this illegally operated bar/food establishment and waste containment facility in order to advertise such existing amenities to its lucrative potential marina slip holders for the 2020 and 2021 boating seasons, but where is the recourse for Portland residents, whose ability to peacefully and safely utilize the Eastern Promenade Trail has been compromised by these facilities? Have these waste containment facilities been vetted with any kind of environmental assessment? What kind of plan is in place should there be flooding at the site, if a breach of the containment facilities could potentially pollute Portland groundwater, land, and coastal environments? Portland residents deserve the chance to have our rights to clean water and access to green space and to safe surroundings in our city be defended by our city representatives and planning board. Please defend us from the non-resident business interests of investors in the Portland Foreside

Development Co. whose concerns lie in their profit, and not in the actual legal and rule-abiding execution of their MDA in our city's waterfront neighborhood.

The final straw, the most egregious thing for me as an employee in a "front line" job serving food in the city of Portland throughout the pandemic, was to hear the sickeningly disingenuous defense offered up by the Portland Foreside Development Co., that having their marina bar at Fore Points Marina stay open was an attempt to keep its employees employed during the pandemic -- as referenced in [this article from today's Portland Press Herald](#). Using low-wage employees as their shield in defense against entirely reasonable questioning of their executive wrongdoing is unconscionable, and an insult to the entire Portland community.

It is now, in this pandemic moment, when the city's monitoring of (the existence of) gatherings in public, including at eating and drinking establishments and in spaces such as clubs like the Fore Points Marina, is more crucial to the city's safety than ever before. Shame on the Portland Foreside Development Co. and its associated business owners for putting the (profits derived from the) smooth operation of their businesses ahead of the democratically established will of our community, the safe operation and maintenance of our neighborhood, and the livelihoods of their own employees. I am counting on the Planning Board to stand firm in its handling of the breach of contract of the Portland Foreside Development Company. Demand that any illegally erected structures be demolished. Stand up for what Portlanders have agreed is *OUR* vision for the future of our city and its land.

Sincerely,
Joanna Sturiano

Last night's Planning Board workshop

<deborahnapi@gmail.com>

3:21 PM

to planning@portlandmaine.gov

To: Planning Board Members:

I just want to thank David Silk for being the only Board Member to speak out in last night's workshop with the Portland Foreside Developers against the atrocities that this company has committed. It would have been nice to hear the other board members speak more in support of the city building codes, permits and laws and say more about enforcing the city codes and required permits. Operating with expired permits does not cut it.

I built a private home for myself 3 years ago. I could barely breathe without the permitting department stopping us for this or for that, denying design decisions, delaying our construction, putting up barriers and making us jump through hoops, all of which caused costly construction delays while building my single-family home.

Why does it seem that the residents of Portland have to abide by a separate set of rules and codes while large developers get to break the rules with very little but a slap on the hand and then a wink and a nod to keep moving the project forward without rectifying the situation? This does not bode well for the City of Portland and rightfully makes citizens angry.

Sincerely,
Deborah Napier
Portland, ME

Eric Dupere <eric@ipaymentfla.com>
to planningboard@portlandmaine.gov

Oct 27, 2021, 12:40:16 PM (20 hours ago)

As a taxpayer in Portland, I was very disappointed to hear how Portland Foreside has been able to get away with a number of violations along the waterfront path with their popup restaurant. If Joe Taxpayer had \$11,000+ in fines I'm sure he/she would have to pay them, remedy the situation or be shut down. This double standard that seems to exist with local businesses versus out of state developers is very unfair. These people should be held to the exact same standards as everyone else. Stop making allowances for them please!

Eric Dupere

65 Riggs St

Portland Co.'s Waterfront zoning changes

Subscribe ☐

0 views



Jenny Scheu <jpscheu@zwi.net>

Oct 29, 2021, 7:26:44 AM (3 days ago)

to planning@portlandmaine.gov

Portland Co. developers have violated Zoning by allowing fences, structures , marina food businesses . Please do not reward these violations by granting changes to zoning for this area of their site.

As a Waterville Street homeowner, I walk along that path often. While I have supported many of the development proposals for the Portland Co. site, I am dismayed by the fences and the many small ugly private structures which have been built there over the past few years.

I am not opposed to occasional food truck access the the waterfront path for special events and holidays. But please require Portland Foreside Development Co. to remove all of these marina support structures, utilities, fences, and restaurants so that the waterfront walk will have the promised access to and views of the harbor.

Thank you.

Jenny Scheu

29 Waterville Street, #3

Portland ME 04101

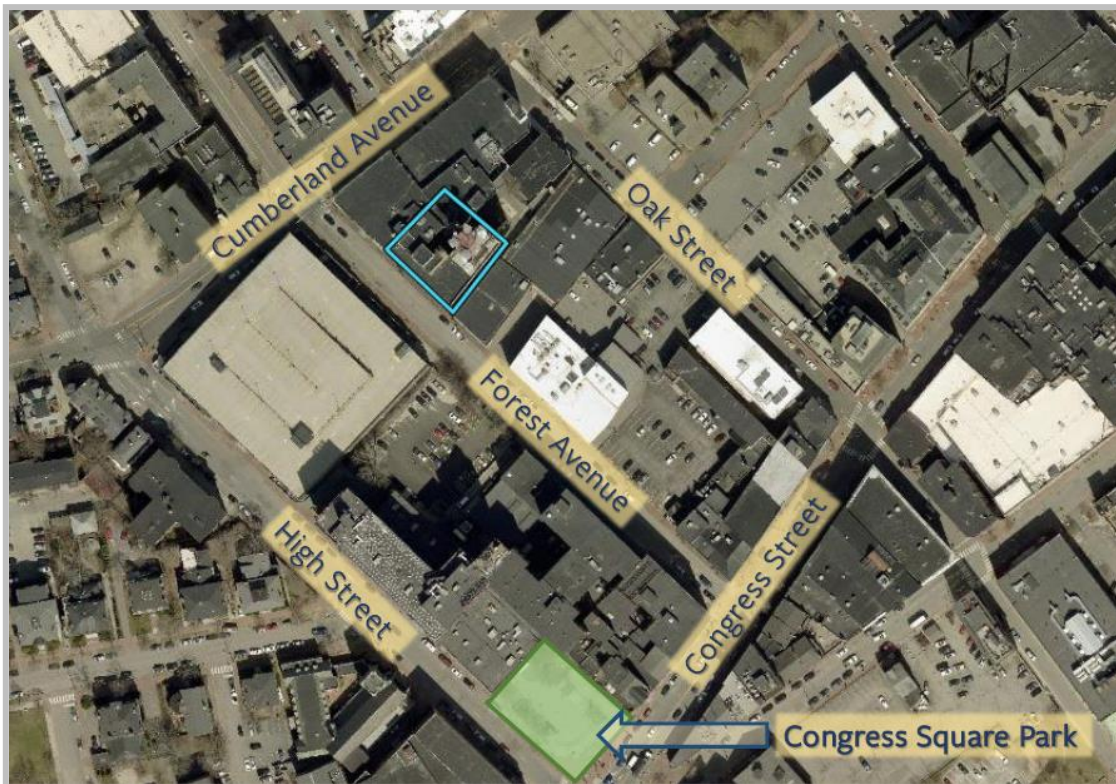
PLANNING BOARD REPORT PORTLAND, MAINE



45 Forest Avenue
Major Site Plan | Inclusionary Zoning Conditional Use
PL-001604-2021, CU-00164802021, HPAR-001783-2021
Redfern Properties, LLC

Submitted to:	Portland Planning Board	Prepared By:	Charles Tetelman
Public Hearing Date:	November 23, 2021	Date:	November 19, 2021

I. INTRODUCTION



Surrounding Context | 45 Forest Avenue. Proposed new parcel shown in blue. *not exact

Redfern Properties, LLC has submitted a Major Site Plan and Inclusionary Zoning Conditional Use application to redevelop the existing building located at 45 Forest Avenue into a multifamily residential building containing 81 dwelling units - 30 one-bedroom units and 51 studio units. As a change of use exceeding 20,000 square feet of floor area, this application is being referred to the Planning Board for compliance with Land Use Code Section 14.6, Site Plan Standards, and Section 18.2.3, Inclusionary Zoning Conditional Use Standards.

The Planning and Urban Development Department mailed 195 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the November 12 and 13, 2021 editions of the *Portland Press Herald*.

The Planning Board held a workshop on October 12, 2021.

Applicant: Redfern Properties, LLC
Applicant Acorn Engineering, Inc.
Representatives:

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Site Plan - Change of use >20,000 SF	Section 14.6
Inclusionary Zoning Conditional Use	Section 18.2.3
Historic Preservation	Section 14.17

III. PROJECT DATA

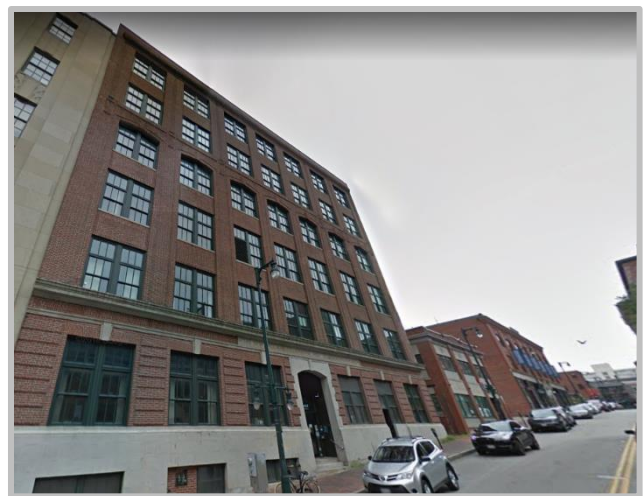
Existing Zoning	B-3, B-3c, Downtown Entertainment Overlay, Congress Street Historic District
Property Size	12,446 square feet
Existing Use	Commercial
Proposed Use	Residential

	<i>Existing</i>	<i>Proposed</i>
Building Footprint	38,289 sf	38,289 sf
Building Floor Area	66,006 sf	66,006 sf
Impervious Surface Area	32,084 sf	32,048 sf
Parking Spaces	0	0
Bicycle Parking Spaces	0	40

IV. BACKGROUND

Constructed in 1912, 45 Forest Avenue originally housed the New England Telephone and Telegraph Company. Over the next century, several telecommunications companies operated out of 45 Forest Avenue including, most recently, FairPoint Communications and Consolidated Communications. In 1997, the building owners installed a telecommunications tower at the top of the building.

45 Forest Avenue has been occupied sporadically over the last three decades and the former owner has moved most operations into the neighboring building abutting Cumberland Avenue and Oak Street. Since 2018, the building has seen increasingly limited occupancy. There

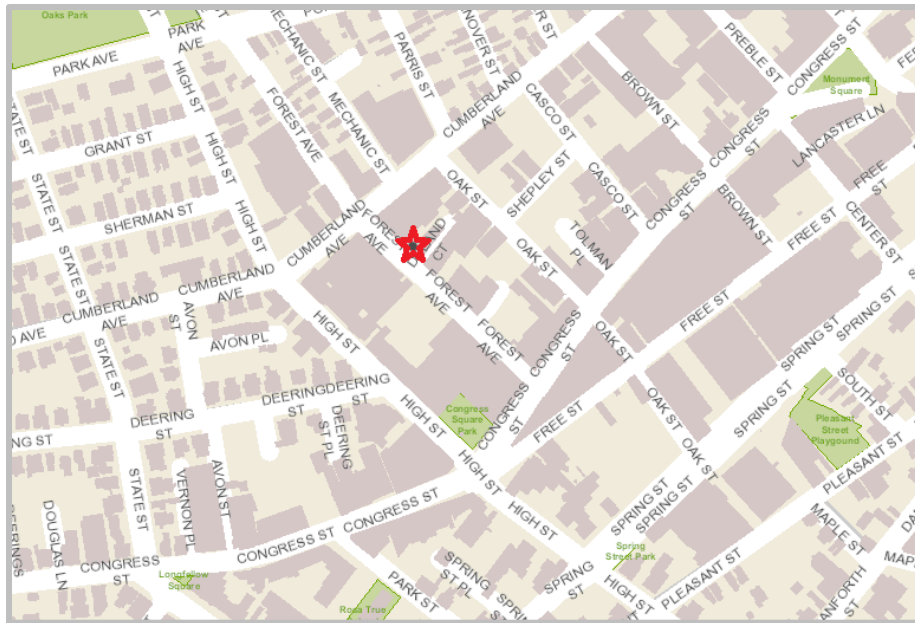


45 Forest Avenue looking towards Congress Street

have been no major projects or changes at the location over the last five years; only minor changes related to signage have come before the City.

Cumberland Avenue and Oak Street are currently under moratorium and the Maine Department of Transportation will be paving Forest Avenue from Congress Street to Park Avenue in 2022.

V. EXISTING CONDITIONS AND SURROUNDING AREA



A larger context surrounding 45 Forest Avenue

The subject property is comprised of a single parcel created following the purchase of the building by Redfern Properties, LLC. The section of parcel abutting Forest Avenue is addressed as 45 Forest Avenue. There is access to the rear of the building via Deland Court (private drive) and an entrance on Oak Street. The building of the proposed redevelopment project is bordered by Cumberland Avenue to the West, Oak Street to the North, and Congress Street to the East. Nearby High Street and Congress Street are both identified as priority corridors in the City's Comprehensive Plan. The adjacent buildings on Cumberland and Oak streets will continue to be owned and operated by Consolidated Communications. 39 Forest Avenue, neighboring 45 Forest Avenue on Deland Court, is the primary office for the City of Portland's Health and Human Services Department.



45 Forest Avenue, 1924

The New England Telephone and Telegraph Company constructed the current building at 45 Forest Avenue in 1912 and added two additional floors in 1924. The building housed the company's switchboard as well as offices for the Portland employees. The adjacent building at 55 Forest Avenue is designated a historic landmark by the City of Portland. Although 45 Forest Avenue is not a designated landmark, the building is located in the Congress Street Historic District.

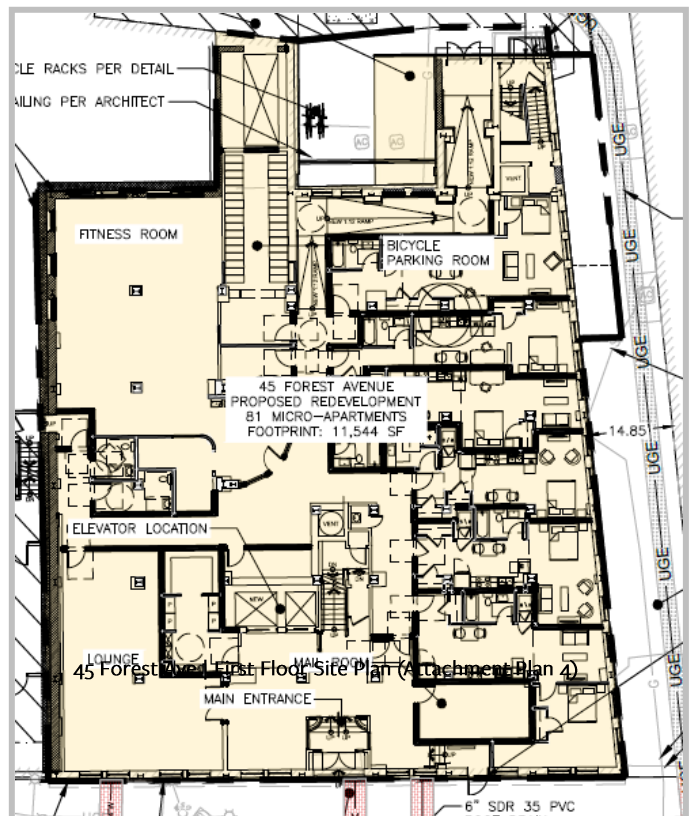
The structure is located in the B-3 and B-3c zones and is within the boundaries of the Downtown Entertainment Overlay Zone and the Congress Street Historic District. The area immediately surrounding 45 Forest Avenue represents the high-density mixed-use character of Downtown Portland with buildings rising above three or four stories. Although the design and styles of these structures vary, they all contribute to the diverse character of the downtown, representing different eras of architecture. The B-3 zone follows Congress Street and expands moving East. Moving towards the West End, the B-3 Zone narrows between the Parkside and West End R-6 Zones. These neighborhoods are predominantly smaller to mid-scale residential with limited commercial developments.

Forest Avenue connects to Congress Street near Congress Square Park. With a 15 minute walk to the Old Port and a 10 minute walk to the West End, 45 Forest Avenue has great access to downtown Portland. This includes proximity to a variety of services including offices, restaurants, entertainment, coffee shops, and retail stores. Even though the building is located in a commercially active part of Portland, there are significant residential developments in the surrounding neighborhood including Back Bay Tower and 409 Cumberland both located on Cumberland Avenue. Portland High School is a seven minute walk down Cumberland Avenue and Deering Oaks Park is an approximately five minute walk to the Northwest.

VI. PROPOSED DEVELOPMENT

The proposed Major Site Plan application would facilitate the redevelopment of the existing unused commercial building, including a change in use from commercial to residential. As proposed, 45 Forest Avenue will convert the existing 66,006 square feet of commercial space into 81 residential units ranging in size from 351 square feet to 785 square feet. These units will be a mix of one-bedroom units and studio units. This project also includes a variety of amenities on the first floor including a fitness room and a mail room.

21 of the residential units would be designated as workforce housing pursuant to the Inclusionary Zoning requirements in Section 18.2.3 (Attachment A). Previous occupants of the building had removed windows and installed vents and the applicant has proposed to restore the historical façade of the building as part of this redevelopment. No off-street vehicular parking is required for this project and none is proposed; however, 40 bicycle parking spaces will be provided.



VII. PREVIOUS WORKSHOPS

The Board held a Workshop for this proposal on October 12, 2021. The Planning Board asked the applicant a handful of questions. The size of units were questioned noting a demand for two or three bedroom units in Portland. The Applicant noted that these units were intended for one-bedroom and studio apartments. The Board also asked if the proposed

amount of bicycle parking spaces were adequate for the intended occupancy while also asking if the storage space supported the number of bicycles needed. The Applicant discussed with the Board the proposed storage space, as noted in the plan details, had been designed to support the number of bicycles expected. The Board had also asked about the basement storage space and the Applicant intended to provide additional feedback about utilizing that space as additional storage is a nice amenity to provide.

The Board also addressed the Public Comments submitted prior and heard at the Workshop. The Board asked the Applicant to speak to the comments related to human exposure to radiation coming from the telecommunications tower affixed to the top of the building and also the plan for moving and deliveries. To the first question, the Applicant explained that the tower and associated telecommunications equipment had been offline for quite a number of years and shouldn't pose a threat to tenants or the surrounding neighborhood. As of right now, the only known infrastructure associated with the telecommunications tower near the building and in the neighboring building would be fiber cables and landlines; the applicant believed that these do not cause radiation. As for deliveries, the Applicant discussed how the lobby provided a mail/delivery space and how the rear of the building would be utilized and accessed for circulation, moving, and deliveries.

In general, the Planning Board had few comments on the project. The Board's feedback for the applicant included clarity on storage space in the basement, access for deliveries and mail, and interior courtyard space should meet public safety and lighting standards. Additionally, Planning Board members asked if the applicant could consider usage of the roof, areas of place/spaces for kids, and additional bicycle storage.

Since the workshop, the Applicants have provided updated documents and additional information. The applicant noted in the second Comment Response Letter (Attachment 3) they are leaning toward the removal of the tower but no changes are proposed as part of this application. Furthermore, the applicant has provided an updated Basement Floor Plan including additional storage space for tenants including bicycles (Attachment Plan 9). The applicant also submitted a Construction Management Plan (Attachment 20, 21, and Plan 21) as well as updated Site and Utilities plans.

VIII. RIGHT, TITLE, & INTEREST

The applicant submitted a Purchase and Sale Agreement (Attachment 5) for 45 Forest Avenue between Consolidated Communications of Northern New England Company, LLC (Seller) and Redfern Properties, LLC (Purchaser) as evidence of right, title, and interest. It should be noted that there is an existing easement, now held by Consolidated Communications, on the entire property of 45 Forest Avenue. Additionally, the proposed project includes two new easements: 1) Emergency Egress Easement with 55 Forest Avenue; 2) Easement for access to the rear space behind the building with 55 Forest Avenue.

The City has requested a copy of the two new proposed easements related to the emergency egress and exterior building with 55 Forest Avenue as well as an update to the existing easement already associated with the building.

IX. FINANCIAL & TECHNICAL CAPACITY

Gorham Savings Bank Senior Vice President Nick Weightman submitted a Financial Capacity Letter (dated July 20, 2021) on behalf of Redfern Properties LLC stating the team has the necessary financial capacity for this project (Attachment 9).

The Applicant's team includes Acorn Engineering, Inc. and Ryan Senatore Architecture. Both groups have extensive experience in Portland including over 20 Major Site Plan projects. This experience indicates that the applicants have demonstrated adequate technical capacity (Attachment 10).

X. ZONING ANALYSIS

45 Forest Avenue is located in the B-3, B-3c, and Downtown Entertainment Overlay zones as well as the Congress Street Historic District. The proposed change of use, from commercial to residential, align with the intended purpose of the B-3 and B-3c zones. The B-3 and B-3c zones allow a variety of uses including residential housing, medical clinics, schools, commercial retail, restaurants, and hotels. However, B-3c is intended to promote the safety, quiet enjoyment, and general welfare of citizens residing in dense urban neighborhoods by decreasing conflicts between residential uses and loud late-night activities and therefore prohibits bars. Height is governed by the Downtown Height Overlay map. The maximum permitted height is up to 210 feet. The table below shows the dimensional standards required in Section 14.7.

Standard:	Required	Proposed:
Lot Area	None	12,446 sq. ft.
Street Frontage (min.)	15 ft.	103 ft.
Front Setback (from all street frontages) (max.)	5 ft.	0 ft.
Rear Setback (min.)	None	22.86 ft.
Side Setback (min.)	None	0 ft.
Stepbacks (min.)	None	None
Structure Height (max.)	210 ft.	97.2 ft.
Lot Coverage (max.)	100%	92.8%
Impervious Surface Ratio (max.)	None	100%

XI. SITE PLAN REVIEW STANDARDS (Section 14.6)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's Site Plan Ordinance, Section 14.6 (Preliminary and Final Staff Review Comments - Attachment B and Attachment C)

1. Transportation Standards (Section 14.6.1)

A. Impact on surrounding street systems

With no required off-street parking, the project will not have an impact on the vehicular circulation on surrounding streets.

B. Access and circulation

The development site features two private entrances to the paved space behind the building through a private drive off of Forest Avenue (Deland Court) and a private entrance on Oak Street. Both of these entrances are gated and the applicant will be replacing the fences and locks. As proposed, this space will be utilized for service vehicles and an access point for bicyclists and pedestrians.

45 Forest Avenue provides direct pedestrian access on the frontage of the building. No improvements are depicted to the public sidewalk in front of the building along Forest Avenue. The

Department of Public Works (DPW) requested for the applicant to note the extent of sidewalk reconstruction on a future set of plans and should include any areas of trenching.

C. Public transit access

The location of this building in a dense, urban part of Portland provides incredible access to public transit. There is a METRO bus stop on the end of Forest Avenue near Congress Street. Additionally, there are two transit shelters located at the intersection of Forest Avenue and Congress Street, therefore the applicant is not required to provide a transit shelter adjacent to the site.

D. Parking

There is currently no off-street parking on the site. In addition, there is no off-street vehicular parking requirements required for a change of use in the B-3 or B-3c zones, no vehicular parking is proposed. The proposed site includes 40 Bicycle Parking spaces and an allocated spot for storage. Staff and Peer Reviewers have requested additional information regarding bike rack detail and security of the storage room.

E. Transportation Demand Management (TDM)

As a change of use in the B-3 and B-3c zones, the proposed project is exempt from providing parking. The applicant intends to implement TDM strategies and has provided a plan for reference (Attachment 24). Although a TDM is not required as part of this proposal, City Staff conducted an advisory review on the submitted TDM and provided comments on trip generation, trip reduction, and the proposed incentives (Attachment B).

2. Environmental Quality Standards (Section 14.6.2)

A. Preservation of significant natural features

There are no Significant Natural Features located on or near the site.

B. Landscape preservation

There are no proposed changes to the exterior of the site.

C. Site landscaping and buffers

There are no changes proposed to the servicing area located behind the building. The entrances to the exterior of the building from Deland Court and Oak Street will have chain-link fences. The solid waste receptacles and utility structures related to the building will be screened.

Multi-family residential developments are required to provide a minimum of one tree per unit. Where other alternatives to providing the required trees on-site is not feasible, a contribution for each required street tree may be made into the Tree Fund. With 81 proposed units at \$400 per unit, the total contribution to the Portland Tree Fund is \$32,400.

D. Water quality/storm water management/erosion control

With limited changes to the site, most of the stormwater management features will be maintained as currently exists on the site and building. This redevelopment will not result in 1,000 square feet of new impervious surfaces, thus it falls below Chapter 500 requirements.

Staff comments have been met with adequate responses and updated plans from the Applicant regarding ability to serve letters from appropriate sources, existing and proposed roof drain connections, connection to existing sewer, and erosion control details.

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

A. Consistency with City Master Plans

The City of Portland's Comprehensive Plan identifies a lack of sufficient and suitable housing supply in the city. As it is located in a mixed-use zone, this redevelopment project provides increased housing opportunities, including workforce housing in Downtown Portland. Furthermore, additional dwelling units downtown supports the City's vision of complete neighborhoods, where residents have access to basic necessities of life, including housing, schools, food, open space, and other amenities and services within walking and biking distance. This type of diversity in housing is directly in-line with Portland's Plan 2030 and supports additional state and local goals including:

State Goals:

"To encourage and promote affordable decent housing opportunities for all Maine citizens."

Local Goals:

"Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents."

"Pursue policies to enable people who work in Portland to have the option to live in Portland."

"Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods."

B. Public safety and fire prevention

The Applicant submitted a report from Code Red Consultants (Attachment 19) regarding the use of an opening through a party wall between 45 Forest Avenue and 55 Forest Avenue to allow access to an emergency egress in the 55 Forest Avenue building. The City reviewed the consultant's report and required additional information for the approval to be considered (Attachment E). In response, the applicant provided an alternative method of design to allow the use of limited openings within a party wall (Attachment 30).

Emergency service vehicles will have access to the building via the frontage on Forest Avenue and through the entrance to the exterior on Oak Street.

The Fire Department has no site plan concerns regarding this proposal however the project has internal items that will need to be addressed during the building permitting process.

C. Availability and capacity of public utilities

The applicant has provided Ability to Serve letters from the Portland Department of Public Works, Portland Water District, and Utilil. (Attachment 18)

4. Site Design Standards (Section 14.6.4)

A. Massing, ventilation, and wind impact

As a redevelopment of an existing building, this project will have no impact on massing, ventilation, or wind impact.

B. Shadows

Shadow impact analysis requirements do not apply to buildings in the B-3 zone. Additionally, in this case, the applicant is proposing to redevelop an existing building, with no changes to the building's massing.

C. Snow and ice loading

The applicant stated the owner shall be responsible for the maintenance and management of snow removal.

D. View corridors

Not applicable. 45 Forest Avenue is not located within any View Corridors shown in the *Design Manual*.

E. Historic resources

The proposed project is located within the Congress Street historic District and went through an administrative Historic Preservation Review (HPAR-001783-2021). Historic Preservation staff reviewed and approved the application at 45 Forest Avenue (Attachment D). As proposed, the developers are focusing mostly on restoration work to the façade of the building. The design shows replacing windows, bricked windows, and vents with appropriate fittings to match historical exterior.

F. Exterior lighting

The applicant submitted a photometric plan according to the City of Portland *Technical Manual* (Attachment Plan 20). Although the proposed site has limited exterior space, the Photometric Plan demonstrates the proposed lighting scheme provides adequate safety, night vision, and comfort to neighboring properties along Forest Avenue.

G. Noise and vibration

The applicant has stated the proposed HVAC system will be in line with relevant state and federal emissions requirements. Additionally, the system will be sited in a location away from abutters and screened.

H. Signage and wayfinding

Signage and wayfinding standards are not applicable to this development.

I. Zoning-related design standards

The proposed project is located within the Congress Street historic District and went through an administrative Historic Preservation Review (HPAR-001783-2021). Historic Preservation staff reviewed and approved the application at 45 Forest Avenue (Attachment D).

XII. NEIGHBORHOOD MEETING & PUBLIC COMMENT

The applicant held a neighborhood meeting, as required as part of this application, on September 28th, 2021 with two attendees (Attachments 26-29).

One public comment has been received by the Planning Department, (Attachment PC1).

XIII. STAFF RECOMMENDATION

The proposed project meets the applicable standards of Portland's Land Use Code. Subject to the proposed motions and conditions of approval listed below, the Planning Department staff recommends that the Planning Board approve PL-001604-2021 to redevelop the existing building at 45 Forest Avenue into an 81-unit residential building.

XIV. PROPOSED MOTIONS

A. INCLUSIONARY ZONING CONDITIONAL USE

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 November 23, 2021 for application PL-001604-2021 at 45 Forest Avenue relevant to Portland's Inclusionary Zoning Conditional Use Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board, [**finds/does not find**] the proposed conditional use for workforce housing meets the standards of Section 18.2.3 with the following conditions, to be met prior to issuance of a Certificate of Occupancy:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. That the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) for workforce housing units as described in the memorandum from Housing Program Manager dated October 29, 2021 (Attachment A) or as an alternative to providing workforce housing units, the project may pay a fee-in-lieu for some or all of the required units;

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

2. That the Affordable Housing Agreement (AHA) be filed as covenant to the 45 Forest Avenue property's deed with the Cumberland County Registry of Deeds.

B. SITE PLAN REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the Planning Board Report for the public hearing on November 23, 2021 for application PL-001604-2021 relevant to the site plan regulations; and the testimony presented at the Planning Board hearing, the Planning Board [**finds/does not find**] that the plan is in conformance with the site plan standards of the Land Use Code subject to the following conditions of approval:

PRIOR TO APPLYING FOR A BUILDING PERMIT

1. The applicant shall submit all new easement agreements and amendments to existing easement agreements for review and approval by the Planning Authority and Corporation Counsel.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

2. The applicant shall submit a final Construction Management Plan for review and approval by the Planning Authority and the Department of Public Works.

PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

3. The applicant shall contribute to the tree fund in the amount of \$400 per tree for 81 trees for a total of \$32,400.

XV. ATTACHMENTS

Report Attachments:

- A. Inclusionary Zoning Memo for PB (45 Forest Ave)
- B. 45 Forest Ave. – Preliminary Staff Comments
- C. 45 Forest Ave. – Final Staff Comments
- D. Historic Preservation Approval Ltr. (HPBR-001783-2021)
- E. Emergency Egress Code Red Consultants Staff Response

Applicant's Submittal:

1. Cover Letter
2. Forest Ave Preliminary Comment Response Letter
3. Forest Ave Final Comment Response Letter
4. Major Site Plan Application
5. Right, Title, & Interest
6. Zoning Assessment
7. Easements
8. Waivers Table
9. Financial Capacity
10. Technical Capacity
11. Conformity With Land Use Ordinance
12. Stormwater Management Report
13. Erosion and Sedimentation Control Report
14. Fire Department Letter
15. Wastewater Capacity
16. Lighting
17. Arch Design Narrative
18. Utilities
19. Party Wall Building Separation Code Red Consultants
20. Construction Management Report
21. Hebert Construction - Construction Management Plan
22. Solid Waste Disposal
23. Parking Analysis
24. Transportation Demand Management Plan
25. Metro Bus Schedule
26. Neighborhood Certification Letter
27. Notification Letter
28. Neighborhood Meeting Sign In Sheet

- 29. Neighborhood Meeting Minutes
- 30. Party Wall Building Separation Comment Response

Applicant Plans:

- Plan 1. Cover Page
- Plan 2. General Notes
- Plan 3. Existing Conditions Plan
- Plan 4. Site & Utility Plan
- Plan 5. Site Details
- Plan 6. Utility Details
- Plan 7. Erosion Control Notes
- Plan 8. Erosion Control Details
- Plan 9. Basement Plan
- Plan 10. First Floor Plan
- Plan 11. 2-6 Floor Plan
- Plan 12. South Elevation
- Plan 13. East Elevation
- Plan 14. North Elevation
- Plan 15. West Courtyard Elevation
- Plan 16. North Courtyard Elevation
- Plan 17. East Courtyard Elevation
- Plan 18. South Courtyard Elevation
- Plan 19. Utility Details – 2
- Plan 20. Photometric Plan
- Plan 21. Construction Management Plan

Public Comment:

- PC1. George Rheault 10-6-2021



CITY OF PORTLAND
Housing and Economic Development Department
Housing and Community Development Division

To: Charles Tetelman Planner, Planning & Urban Development Department
From: Victoria Volent, Housing Program Manager, Housing & Community Development Division
Date: October 29, 2021
Subject: 45 Forest Avenue – 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 Chapter 14, Section 18.2 of the Zoning Ordinance.

Chapter 14, Section 18.2, Affordable Housing, requires at least twenty-five percent (25%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. The ordinance under Section 18.2.3 C (5) also requires the number of bedrooms in the units shall be 10% of the total number of bedrooms in the development.

The development located at 45 Forest Street proposes the creation of 81 dwelling units of rental housing consisting of fifty-one (51) studio units, and thirty (30) one-bedroom units. As dwelling units for rent, the designated Workforce Units would be restricted to households earning up to 80% of Area Median Income (AMI). Based on the requirements outlined in Section 18.2, the development is required to provide; a minimum of twenty-one units. The Applicant has elected to provide 21 (twenty-one) Workforce Units on site, with a minimum of thirteen (13) efficiency and eight (8) one-bedroom units to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 18.2

The term of affordability for the workforce units provided shall be defined as set forth in Table 18-B. At 25% of workforce units provided, the minimum term of affordability is thirty (30) years.

Staff recommends the Planning Board Approve this Conditional Use provided the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) for 21 (twenty-one) workforce units with a minimum of thirteen (13) efficiency and eight (8) one-bedrooms units, before a Building Permit may be issued.

The Affordable Housing Agreement will outline the details of the affordability restrictions placed on the Workforce Units and will be filed as a covenant to the property's deed with the Cumberland County Registry of Deeds before a Certificate of Occupancy may be issued.

Sincerely,

Victoria Volent
Housing Program Manager

GENERALCity Planning Staff

- Please provide the City Planning staff with the ability to serve responses from the utility companies (noted: applicant has requested all letters from appropriate providers).
- Please provide the Assessor's Office with a Recorded Deed for the new lot created at 45 Forest Avenue. Additionally, provide City Staff with confirmed easement agreements.
- Please provide an updated Right, Title, & Interest document (Purchase and Sale Agreement still okay) completed (currently missing the "Effective Date").
- Concerning existing Easement and Building Operating Agreement (Cumberland County Registry of Deeds Volume 6368, Page 222 – dated 12/31/1983) – Please provide City Staff with an updated Easement Agreement (or most recent draft) specifically including the restriction of use.
- More information regarding the Tower affixed to the top of the building in terms of future use.

TRANSPORTATIONCity Planning Staff

- Please provide information regarding the Maneuvering of vehicles on Deland's Court and exterior space behind building (Section 1.7.2.6 in City of Portland *Technical Manual*). Specifically, provide more information related to delivery or other service vehicles in location of the proposed easement in the rear of the building. Do the layouts of these spaces allow for a relatively smooth flow of pedestrian/bicycles/other vehicles?
- Please provide a Transportation Demand Management plan (TDM) as described in the *Technical Manual*.
- Please provide an improved Snow Storage/Snow Removal Plan.

TDM Response

- Regarding Trip Generation and reduction, it would be good to be specific regarding vehicle trips vs person trips in the TDM and when talking trip and parking reduction targets.
- Please be more specific about what you anticipate initial trip-making and parking will be and then what the targets for reductions will be (in absolute terms and %) within a specified timeframe (3 yrs, 5 yrs from occupancy).
- More of a site plan issue - access to the bike parking rooms seems cumbersome as does access to/visibility of the bike parking in the courtyards.
- Would it be possible to provide real-time arrival information for the closest transit stops?
- On Incentives (A): Is this an actual 'cash-out' or simply no parking provided on-site which automatically reduces the rent nor included in rent off-site (that could then be 'cashed-out'? I don't see/haven't heard about parking being included in rent as being an option (and counter to what I've heard - what's the latest?)

- On Incentives (B): Does this include Touch-pass card?
- On Incentives (C): Bike share: 1) Provide trial or [full/partial] annual bike share membership for first year of tenancy? 2) Sponsorship? Could be a pooled sponsorship with other Redfern Projects (Hiawatha / 45 Forest / 200 Federal?)

WATER QUALITY, STORMWATER, & INFRASTRUCTURE

DPW Water Resources Division

- Construction Management Plan
 - The Construction Management Narrative mentions the Construction Management Plan as sheet C-03 but does not appear to be included in the plan set.
 - The Construction Management Narrative seems to be missing a section from our template regarding their dewatering plan. They may be using an older template – most recent template is available online (<https://www.portlandmaine.gov/DocumentCenter/View/18030/General-Construction-Management-Template?bidId>).
 - Portland requires that applicant details how they will manage contractor parking in the narrative, rather than just include a general note that adequate parking shall be provided. Please provide sufficient information regarding contractor parking location.
 - Portland requires a traffic management plan or occupancy of the City's ROW and would typically see a vehicular and pedestrian management plan with the Construction Management Plan. The City will not issue occupancy permits without these plans and encourage the applicant to submit those details at this time for review.
- Plan Details
 - Pipe trench detail has some inconsistencies from the City's standard detail:
 - Paved area dimensions are incorrect.
 - The City does not include the rigid insulation in our spec; this will need to be approved by the City Engineer and should not alter the other dimensions of the materials.
 - Please note the required width of crushed stone beside the pipe is shown as dimension "B" in the City's detail.
 - Erosion Control Details:
 - The ultratech drain guard proposed does not provide any protection for the curb inlets. Please either use a proprietary insert with curb inlet protection or include a detail for coir log or similar to be used in conjunction.
 - Include sidewalk details for areas of sidewalk to be reconstructed/repaired.
 - Include bike rack detail

- Site Plan
 - All proposed pavement saw cuts should be shown on the site plan (roof drain/sump connection, potential new sanitary sewer, etc.)
 - Extent of sidewalk reconstruction should be shown on the approved plans and should include any areas of trenching (e.g. roof drain/sump connection).
 - More detail is needed for existing roof drain connection. To where does it connect? What size is existing? What size is proposed?
 - Street / parking signs should be shown on the existing conditions plan and/or in the site plan.

Consulting Stormwater Engineer

- Confirmation of utility ability to serve will be required. The utility submission notes that responses were attached, but they were left out so they may have some of these already.
- Additional information is required on existing and proposed roof drain connections. An existing roof drain is shown at the rear of the building with a note to remove and replace. A new roof drain connection is shown at the front of the building, but no sizing information is provided. In addition a “potential” sewer connection is identified, but a specific size has not been identified.
- Sidewalk repair extents for the sewer and stormdrain services should also be shown on the drawing.

PUBLIC SAFETY

City Planning Staff

- Please provide a Photometric Plan according to *Technical Manual* Section 12.6.

LANDSCAPING & ENVIRONMENTAL QUALITY

City Planning Staff

- Need to complete calculations for contribution towards City Street Tree Fund. Can work with City Staff once plans are more finalized.

GENERALPlanning Staff

- At Planning Board Workshop, Jonathan stated that the tower at the top of the building would probably come down. Comment response indicated otherwise. Any clarification would be helpful.
- Please provide the City with plans for basement area. PB had interest in storage space.
- Tentative Conditions of Approval:
 - Ability to Serve Letters
 - Easements including Existing Easement and two new easements.
 - Construction Management Plan
 - City of Portland Tree Fund Contribution (working with City Arborist to determine final price)
 - Confirmed Lot Split with Assessor

WATER QUALITY, STORMWATER, & INFRASTRUCTUREDPW

- Construction Manage Plan prior to hearing would be good for staff review prior to a condition of approval. Concerns focused around contractor parking along Forest Ave and Oak Street.
- Sidewalk replacement should extend the length of the building (more specifically the street frontage or final lot line). Has the applicant considered replacing any sidewalks along the rear entrance on Oak Street?

Stormwater

- Unidentified Rooftop Storm Drain: Reviewers wanted at least an investigation to the existing storm drain. Is it necessary? What's connected to it? Could be included as part of the Construction Management Plan.
- The City's vertical granite curb detail has recently changed to require that the curb be installed in concrete. That should be updated.

PUBLIC SAFETYCity Planning Staff

- Please provide the city a response to Jeanie Bourke's questions dated 10/13/21.

LANDSCAPING & ENVIRONMENTAL QUALITYCity Planning Staff

- Applicant will need to pay contribution to Portland's Tree Fund

CITY OF PORTLAND, MAINE

HISTORIC PRESERVATION BOARD

Penny Pollard, Chair
Robert O'Brien, Vice Chair
Hilary Bassett
Joy Naifeh
Julia Tate
John Turk
Rob Whitten

October 24, 2021

Jonathan Culley, Redfern Properties LLC.
Ryan Senatore, Ryan Senatore Architecture, LLC.

Re: 45 Forest Avenue, exterior alterations HPBR-001783-2021

Dear Jonathan and Ryan:

This office has reviewed and approved your application for a Certificate of Appropriateness for exterior alterations associated with the adaptive reuse of the building at 45 Forest Avenue. Approval is on the basis of plans and specifications submitted on September 10, 2021. This approval is made without conditions.

Construction to be carried out as shown on the plans and specifications submitted as part of your 9/10/21 application. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,



Deborah Andrews
Historic Preservation Program Manager



Charles Tetelman <ctetelman@portlandmaine.gov>

45 Forest Avenue - Building Shared Egress Stair Code Letter

Jeanie Bourke <jmb@portlandmaine.gov>

Wed, Oct 13, 2021 at 2:08 PM

To: Ryan Senatore <ryan@senatorearchitecture.com>

Cc: Charles Tetelman <ctetelman@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Reid Tozier <reid@senatorearchitecture.com>, haynes@redfernproperties.com, Jonathan Culley <jonathan@redfernproperties.com>, Christina Stacey <ctstacey@portlandmaine.gov>

Hi Ryan,

Please accept my apologies for the delay, it has taken some time to delve into. I have reviewed the memo for an alternative method of design and have the following comments. In order for a building official approval to be considered additional information is needed.

1. A 3-hour fire wall is required, Code Red is also stating (or back-to-back 2-hour exterior walls). Provide documentation that allows for this configuration in lieu of the 3-hour fire wall. It appears they are saying this is common practice for any fire wall, please provide supporting documentation for how this construction is considered compliant with the criteria for a fire wall (understanding that an engineer also needs to confirm the structural integrity).
2. Specify how the proposed alternative wall complies with Sec. 706.5 Horizontal Continuity and Sec. 706.6 Vertical Continuity.
3. Provide supporting documentation for how locally alarmed doors are equivalent to the party wall requirement for no openings. Also, specify the fire door rating per Table 716.5.
4. Provide additional criteria for the owners agreement including how it will be legally executed, how the doors on either side will function for re-entry by both building tenants while maintaining the security of each.
5. Provide substantial data addressing why the allowance of openings in a party wall is equivalent to the code required no openings.
6. Regarding the egress stair shared by both the 45 and 55 Forest Ave buildings, if a new stair enclosure is being constructed, provide an assessment as to why a 2-hour rating is specified and not 3-hour rating as a continuation of the fire wall separation for shared space. Also, please address the configuration details for the continued protection to an exit at the level of exit discharge.
7. Is the building currently fully sprinkled and alarmed, and how will this be addressed when the buildings are owned separately?

Again, sorry for the delay, I wanted to provide a thorough reply to the Code Red recommendations.

Best,

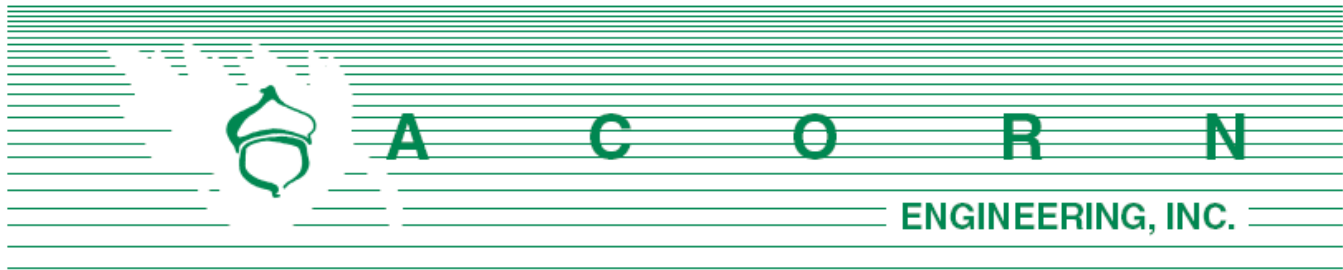
Jeanie

Jeanie Bourke
Code Enforcement Officer/LPI/CFI-1
Plan Reviewer/Team Leader
City of Portland
Permitting and Inspections Department
389 Congress St. Rm 315
Portland, ME 04101
jmb@portlandmaine.gov
(207)874-8715

[Quoted text hidden]
[Quoted text hidden]

<2021-0908 - 45 Forest Street Code Recommendations Memo.pdf>

 **2021-0908 - 45 Forest Street Code Recommendations Memo.pdf**
254K



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

July 15, 2021

Subject: Major Site Plan Application
 Redevelopment of 45 Forest Avenue, Portland, Maine

Dear Christine Grimando:

On behalf of Redfern Properties LLC, we are pleased to submit the accompanying package of submission materials related to the proposed redevelopment project at 45 Forest Avenue (Chart 37, Block A, Lot 1). Portions of the parcel reside in the B-3 Downtown Business, B-3c Downtown Business, Downtown Entertainment Overlay & Congress Street Historic Districts. Also, of note, the existing building is a designated Historic Landmark identified as the "New England Telephone Building" by the City of Portland.

The project proposes to convert the existing abandoned commercial-use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas, bike room & other miscellaneous amenities for the tenants. No site work is expected outside the limits of the existing building except for utility connections. Due to the change of use at the property exceeding 20,000-square feet, the project is subject to a Major Site Plan Development Application and approval from the Planning Board.

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

Sincerely,

Peter F. Heil, P.E.
 Project Manager
 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:

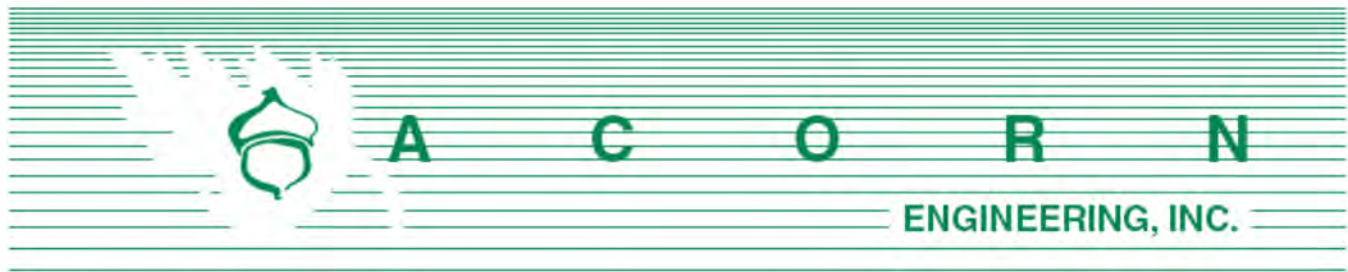
Documents:

- Section A: Cover Letter
- Section B: Major 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
- Section T: Transportation Demand Management Plan

Drawings:

- Civil Site Plan Set, Dated 7/16/2021
- Architectural Plan Set, Dated 7/14/21





Charles Tetelman – City Planner
 Planning Division, City of Portland
 389 Congress Street
 Portland, ME 04101

October 22, 2021

Subject: Comment Response Letter
 45 Forest Avenue Development – Portland, Maine

On behalf of Redfern Properties, LLC we are pleased to respond to the comments that we've received thus far from City Staff and Planning Board.

General

Comment – *Please provide the City Planning staff with the ability to serve responses from the utility companies (noted: applicant has requested all letters from appropriate providers).*

Response – The Ability to serve response from Portland Water District has been attached to Section P. Utilities. The additional ability to serve responses will be submitted when received.

Comment – *Please provide the Assessor's Office with a Recorded Deed for the new lot created at 45 Forest Avenue. Additionally, provide City Staff with confirmed easement agreements.*

Response – The newly created lot for 45 Forest Avenue will formally occur after the Site Plan and Subdivision approval, with the deed and subdivision plat to be recorded at the time of closing. A copy of the recorded deed can be provided to City Staff upon completion.

Comment – *Please provide an updated Right, Title, & Interest document (Purchase and Sale Agreement still okay) completed (currently missing the "Effective Date").*

Response – The Purchase and Sales Agreement has been updated with an Effective Date of May 5th, 2021. Please refer to Section C. Right, Title, & Interest for additional information.

Comment – *Concerning existing Easement and Building Operating Agreement (Cumberland County Registry of Deeds Volume 6368, Page 222 – dated 12/31/1983) – Please provide City Staff with an updated Easement Agreement (or most recent draft) specifically including the restriction of use.*

Response – The obligation of seller to give an easement to use the stairwell (and thus the title, right or interest in that stairwell) is stated in 7(b) within the R,T, & I and shown on Exhibit B of the P&S. The Seller has not yet had the deed restriction removed, but will be a condition of closing. The applicant requests this finalized document be provide as part of a condition of approval.

Comment – *More information regarding the Tower affixed to the top of the building in terms of future use.*

Response – The existing tower located on the roof of the building is expected to remain. The future use is unknown at this time.

Transportation

Comment – *Please provide information regarding the Maneuvering of vehicles on Deland's Court and exterior space behind building (Section 1.7.2.6 in City of Portland Technical Manual). Specifically, provide more information related to delivery or other service vehicles in location of the proposed easement in the rear of the building. Do the layouts of these spaces allow for a relatively smooth flow of pedestrian/bicycles/other vehicles?*

Response – Deland Court is anticipated to be gated and provide emergency pedestrian egress only, with potential landscape improvements within Deland Court. Access from Oak will remain with no proposed changes for solid waste pickup and the loading dock use. Both entrances will have gates installed and delivery and loading are anticipated to be on a set schedule.

Comment – *Please provide a Transportation Demand Management plan (TDM) as described in the Technical Manual.*

Response – A Transportation Demand Management plan (TDM) is not a requirement for this project, as the change of use to the existing building within the B-3 zone does not require parking, or require a TDM with the project being located < ¼ mile of a transit facility to meet the parking exemptions as outlined in Table 19-B: Categorical Exceptions to Off-Street Parking in the Land Use Code. While the applicant has worked with Levine Planning Strategies to prepare a TDM and plan to implement the strategies outline, we are not proposing to provide this TDM as part of the application submission and require implementation as part of the Site Plan approval conditions.

Comment – *Please provide an improved Snow Storage/Snow Removal Plan.*

Response – A snow storage area has been added to the site plan. During larger snowstorm events, snow will be required to be removed from the site. Please see General Site Note #8 on Sheet C-10 for snow removal plan.

Comment – *Regarding Trip Generation and reduction, it would be good to be specific regarding vehicle trips vs person trips in the TDM and when talking trip and parking reduction targets.*

Response – A Transportation Demand Management plan (TDM) is not a requirement for this project, as the change of use to the existing building within the B-3 zone does not require parking, or require a TDM with the project being located < ¼ mile of a transit facility to meet the parking exemptions as outlined in Table 19-B: Categorical Exceptions to Off-Street Parking in the Land Use Code. While the applicant has worked with Levine Planning Strategies to prepare a TDM and plan to implement the strategies outline, we are not proposing to provide this TDM as part of the application submission and require implementation as part of the Site Plan approval conditions.



Comment – *Please be more specific about what you anticipate initial trip-making and parking will be and then what the targets for reductions will be (in absolute terms and %) within a specified timeframe (3 yrs, 5 yrs from occupancy).*

Response – A Transportation Demand Management plan (TDM) is not a requirement for this project, as the change of use to the existing building within the B-3 zone does not require parking, or require a TDM with the project being located < ¼ mile of a transit facility to meet the parking exemptions as outlined in Table 19-B: Categorical Exceptions to Off-Street Parking in the Land Use Code. While the applicant has worked with Levine Planning Strategies to prepare a TDM and plan to implement the strategies outline, we are not proposing to provide this TDM as part of the application submission and require implementation as part of the Site Plan approval conditions.

Comment – *More of a site plan issue - access to the bike parking rooms seems cumbersome as does access to/visibility of the bike parking in the courtyards.*

Response – Access to the interior bike storage room will be via a ramp to easily walk the bike to the storage room. The bicycle parking rooms provide adequate storage which meets the zoning standard of 32 spaces at 2 spaces per 5 units. Additionally, the courtyard provides a safe (off street) place for visitors to store a bicycle.

Comment – *Would it be possible to provide real-time arrival information for the closest transit stops?*

Response – A copy of the latest Metro Bus Schedule will be posted in the lobby. Please refer to the attached copy of the current schedule. Real-time information is provided on the Metro's website:

- Real Time Tracker Map: <http://bustimeweb.smttracker.com/bustime/map/displaymap.jsp>

Comment – *On Incentives (A): Is this an actual 'cash-out' or simply no parking provided on-site which automatically reduces the rent nor included in rent off-site (that could then be 'cashed-out'? I don't see/haven't heard about parking being included in rent as being an option (and counter to what I've heard - what's the latest?)*

Response – A Transportation Demand Management plan (TDM) is not a requirement for this project, as the change of use to the existing building within the B-3 zone does not require parking, or require a TDM with the project being located < ¼ mile of a transit facility to meet the parking exemptions as outlined in Table 19-B: Categorical Exceptions to Off-Street Parking in the Land Use Code. While the applicant has worked with Levine Planning Strategies to prepare a TDM and plan to implement the strategies outline, we are not proposing to provide this TDM as part of the application submission and require implementation as part of the Site Plan approval conditions.

Comment – *On Incentives (B): Does this include Touch-pass card?*

Response – A Transportation Demand Management plan (TDM) is not a requirement for this project, as the change of use to the existing building within the B-3 zone does not require parking, or require a TDM with the project being located < ¼ mile of a transit facility to meet the parking exemptions as outlined in Table 19-B: Categorical Exceptions to Off-Street Parking in the Land Use Code. While the applicant has worked with Levine Planning Strategies to prepare a TDM and plan to implement the strategies outline, we are not proposing to provide this TDM as part of the



application submission and require implementation as part of the Site Plan approval conditions.

Comment – *On Incentives (C): Bike share:*

- 1) *Provide trial or [full/partial] annual bike share membership for first year of tenancy?*
- 2) *Sponsorship? Could be a pooled sponsorship with other Redfern Projects (Hiawatha / 45 Forest / 200 Federal?)*

Response – A Transportation Demand Management plan (TDM) is not a requirement for this project, as the change of use to the existing building within the B-3 zone does not require parking, or require a TDM with the project being located < ¼ mile of a transit facility to meet the parking exemptions as outlined in Table 19-B: Categorical Exceptions to Off-Street Parking in the Land Use Code. While the applicant has worked with Levine Planning Strategies to prepare a TDM and plan to implement the strategies outline, we are not proposing to provide this TDM as part of the application submission and require implementation as part of the Site Plan approval conditions.

Water Quality, Stormwater, & Infrastructure

DPW Water Resources Division

Construction Management Plan

Comment – *The Construction Management Narrative mentions the Construction Management Plan as sheet C-03 but does not appear to be included in the plan set.*

Response – The Construction Management Plan will be prepared by the general contractor once one has been brought onto the project that will incorporate their respective means and methods to perform the redevelopment project. The applicant requests this be provided to City Staff for review and approval prior to issuance of a building permit.

Comment – *The Construction Management Narrative seems to be missing a section from our template regarding their dewatering plan. They may be using an older template – most recent template is available online*

(<https://www.portlandmaine.gov/DocumentCenter/View/18030/General-Construction-Management-Template?bidId>).

Response – The dewatering section has been added to the Construction Management Narrative. Refer to Section Q. Construction Management Report for additional information.

Comment – *Portland requires that applicant details how they will manage contractor parking in the narrative, rather than just include a general note that adequate parking shall be provided. Please provide sufficient information regarding contractor parking location.*

Response – The Construction Management Plan will be prepared by the general contractor once one has been brought onto the project that will incorporate their respective means and methods to perform the redevelopment project. This will include how the contractor will manage parking during construction. The applicant requests this be provided to City Staff for review and approval prior to issuance of a building permit.



Comment – *Portland requires a traffic management plan or occupancy of the City’s ROW and would typically see a vehicular and pedestrian management plan with the Construction Management Plan. The City will not issue occupancy permits without these plans and encourage the applicant to submit those details at this time for review.*

Response – The Construction Management Plan will be prepared by the general contractor once one has been brought onto the project that will incorporate their respective means and methods to perform the redevelopment project. This will include vehicular and pedestrian management. The applicant requests this be provided to City Staff for review and approval prior to issuance of a building permit.

Plan Details

Comment – *Pipe trench detail has some inconsistencies from the City’s standard detail:*

- *Paved area dimensions are incorrect.*
- *The City does not include the rigid insulation in our spec; this will need to be approved by the City Engineer and should not alter the other dimensions of the materials.*
- *Please note the required width of crushed stone beside the pipe is shown as dimension “B” in the City’s detail.*

Response – The pipe trench detail has been updated to the latest version per Portland’s Technical Manual.

Comment – *Erosion Control Details: The ultratech drain guard proposed does not provide any protection for the curb inlets. Please either use a proprietary insert with curb inlet protection or include a detail for coir log or similar to be used in conjunction.*

Response – A note has been added to our catch basin inlet protection detail to provide curb inlet protection where catch basins are combined with curb inlets.

Comment – *Include sidewalk details for areas of sidewalk to be reconstructed/repaired.*

Response – Please refer to the brick sidewalk with bituminous base detail on Sheet C-40.

Comment – *Include bike rack detail*

Response – A derob bicycle rack detail has been added to the Site Details. See sheet C-40 for additional information.

Site Plan

Comment – *All proposed pavement saw cuts should be shown on the site plan (roof drain/sump connection, potential new sanitary sewer, etc.)*

Response – We have added a pavement saw cut hatch to the utility connections. See the Site Plan (C-10) for additional information.



Comment – *Extent of sidewalk reconstruction should be shown on the approved plans and should include any areas of trenching (e.g. roof drain/sump connection).*

Response – Please see sheet C-10 for sawcut/trench limits and extent of sidewalk reconstruction.

Comment – *More detail is needed for existing roof drain connection. To where does it connect? What size is existing? What size is proposed?*

Response – The existing roof drain connection size and material is unknown. There is a 6" Steel SD that ties into Oak Street from the existing 2'x16' trench drain. A new 6" roof drain connection is proposed within Forest Ave. Please refer to C-10 for additional information.

Comment – *Street / parking signs should be shown on the existing conditions plan and/or in the site plan.*

Response – Locations of street parking signs have been added to the Site Plan. See Sheet C-10 for additional information.

Consulting Stormwater Engineer

Comment – *Confirmation of utility ability to serve will be required. The utility submission notes that responses were attached, but they were left out so they may have some of these already.*

Response – The Ability to serve response from Portland Water District has been attached to Section P. Utilities. The additional ability to serve responses will be submitted upon receipt.

Comment – *Additional information is required on existing and proposed roof drain connections. An existing roof drain is shown at the rear of the building with a note to remove and replace. A new roof drain connection is shown at the front of the building, but no sizing information is provided. In addition a "potential" sewer connection is identified, but a specific size has not been identified.*

Response – The existing roof drain connection size and material is unknown. There is a 6" Steel SD that ties into Oak Street from the existing 2'x16' trench drain. A new 6" roof drain connection is proposed within Forest Ave. The sewer service connection has been updated to provide size and pipe information. Please refer to C-10 for additional information.

Comment – *Sidewalk repair extents for the sewer and stormdrain services should also be shown on the drawing.*

Response – Please see sheet C-10 for extent of sidewalk reconstruction.

Public Safety

Comment – *Please provide a Photometric Plan according to Technical Manual Section 12.6.*

Response – Please refer to the attached Photometric Plan.



Landscaping & Environmental Quality

Comment – Need to complete calculations for contribution towards City Street Tree Fund. Can work with City Staff once plans are more finalized.

Response – Understood.

Inclusionary Zoning

Comment – 45 Forest Avenue has confirmed they intend to comply with Chapter 14, Section 18.2 regarding affordable housing by creating twenty-one (21) workforce units (81 units X .25 = 20.25 or 21 units). Of the 81 units, 50 would be efficiency/studio units and 31 would be one-bedroom units. The creation of thirteen (13) efficiency/studio workforce units (50 units X .25 = 12.5 or 13) and eight (8) one-bedroom units (31 units X .25 = 7.75 or 8) will satisfy the IZ Conditional Use requirements for this project.

Response – Understood.

Planning Board

Comment – Provide clarity on storage within basement, including the potential for additional bike storage.

Response – The applicant is confident additional storage can be shown in the basement, including bike and personal storage space. The applicant is working through various iterations of the plan to maximize the space for future tenants and will be provided to Staff as soon as possible.

Please let us know if you have any additional questions or comments.

Sincerely,

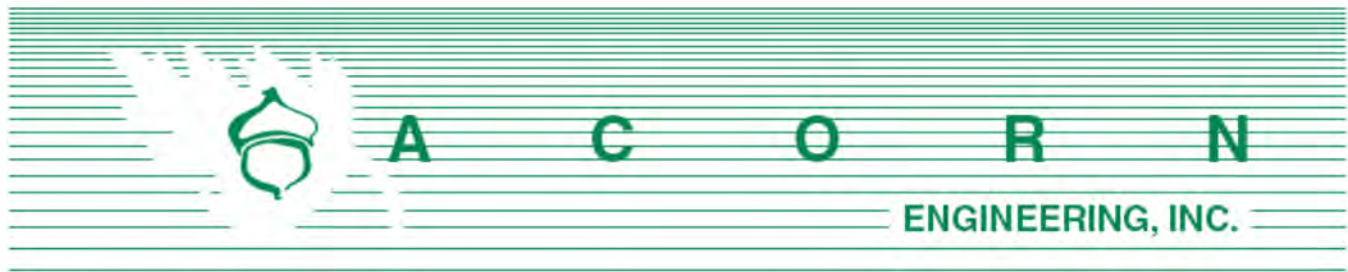


William H. Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.



Peter, F. Heil, P.E.
Project Manager
Acorn Engineering, Inc.





Charles Tetelman – City Planner
 Planning Division, City of Portland
 389 Congress Street
 Portland, ME 04101

November 12, 2021

Subject: Comment Response Letter
 45 Forest Avenue Development – Portland, Maine

On behalf of Redfern Properties, LLC we are pleased to respond to the final comments that we've received from the City Staff and Planning Board on 11/5/21.

General

Comment – *At Planning Board Workshop, Jonathan stated that the tower at the top of the building would probably come down. Comment response indicated otherwise. Any clarification would be helpful.*

Response – The applicant is leaning toward the removal of the tower but has not yet made a final determination. For the Site Plan review and approval, no changes to the existing tower are proposed at this time.

Comment – *Please provide the City with plans for basement area. PB had interest in storage space.*

Response – Please refer to the attached updated Basement Floor Plan, which includes additional storage space for the tenants, which are large enough to storage bicycles.

Comment – *Tentative Conditions of Approval: Ability to Serve Letters, Easements including Existing Easement and two new easements, Construction Management Plan, City of Portland Tree Fund Contribution (working with City Arborist to determine final price), Confirmed Lot Split with Assessor.*

Response – Understood, the applicant can provide these upon completion and filing. Ability to serve letters have been attached to Section P. Utilities. The proposed easement descriptions have been updated, please refer to section E. Easements.

Water Quality, Stormwater, & Infrastructure

DPW

Comment – *Construction Management Plan prior to hearing would be good for staff review prior to a condition of approval. Concerns focused around contractor parking along Forest Ave and Oak Street.*

Response – Please find the attached Construction Management Plan prepared by Hebert Construction, which provides information on how contractor parking for the project may be managed.

Comment – *Sidewalk replacement should extend the length of the building (more specifically the street frontage or final lot line). Has the applicant considered replacing any sidewalks along the rear entrance on Oak Street?*

Response – The extent of the sidewalk replacement along Forest Avenue will include the rebuilding of sidewalks disturbed by the proposed utility trenching. The existing brick sidewalk on Forest Avenue is in good condition and not in need to replacement. The applicant is not currently proposing any sidewalk improvements along the Oak Street driveway entrance at this time. Please refer to sheet C-10 for additional information regarding extent of sidewalks to be rebuilt as a part of this project.

Stormwater

Comment – *Unidentified Rooftop Storm Drain: Reviewers wanted at least an investigation to the existing storm drain. Is it necessary? What's connected to it? Could be included as part of the Construction Management Plan.*

Response – The existing storm drain is a roof drain. The roof drain connections will all be routed to the proposed Forest Avenue connection and the existing storm/roof drain in the courtyard is proposed to be removed as part of this project. Please refer to Sheet C-10 for additional information.

Comment – *The City's vertical granite curb detail has recently changed to require that the curb be installed in concrete. That should be updated.*

Response – The vertical granite curb detail has been updated accordingly. Please See Sheet C-40 for the updated detail.

Public Safety

City Planning Staff

Comment – *Please provide a response to Jeanie Bourke's questions dated 10/13/21.*

Response – The applicant is working with Code Red on responding to Jeanie Bourke's questions/comments and will provide upon receipt.

Landscaping & Environmental Quality

Comment – *Application will need to pay contribution to Portland's Tree Fund.*

Response – Understood. The City's staff is working with the City Arborist to determine the final price.



We look forward to continuing the conversation with the Planning Board at the November 23, 2021 Final Hearing. Please let us know if you have any additional questions or comments.

Sincerely,



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



Peter, F. Heil, P.E.
Project Manager
Acorn Engineering, Inc.



CITY OF PORTLAND
Planning & Urban Development Department

MAJOR SITE PLAN
GENERAL DOCUMENT AND DRAWINGS CHECKLIST

Please submit each document as a separate PDF file.
Please confirm by electronically checking the boxes in the left-hand column.

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

**At the time of application submission, please contact the Department of Public Works regarding E-911
addressing for your project.**

GENERAL APPLICATION DOCUMENTS

☒	NA	Project Description Cover letter with detailed project description
☒	NA	Completed Checklist (this document)
☒	NA	Evidence of Right, Title, and Interest Deeds, leases, or purchase and sales agreements
Yes	☒	Evidence of State or Federal Approvals Permits or letters of non-jurisdiction, if applicable
☒	NA	Zoning Assessment (see Zoning Assessment Table) Summary of compliance with use and dimensional standards of the land use code
☒	NA	Site Plan Standards Assessment (see Section 14.6 of the land use code) Summary of project compliance with site plan standards of the land use code
☒	NA	Summary of Existing and/or Proposed Easements or Covenants, applicable. Evidence of existing easements and any proposed easements, covenants, public or private rights-of-way
☒	NA	Waiver Requests (see Waiver Table) Written request for waiver describing request and compliance with applicable waiver standards
☒	NA	Financial Capability Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
☒	NA	Technical Capability Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

MAJOR SITE PLAN STANDARDS AND SUBMISSION CHECKLIST

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

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

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

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

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

MAJOR SITE PLAN DRAWINGS CHECKLIST

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

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

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

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

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

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

Existing Conditions Plan with the following:

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

Proposed Site Plan with the following:

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

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the 5th day of May, 2021 (the “Effective Date”), by and between CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC, a Delaware limited liability company having a mailing address of 121 South 17th Street Mattoon IL 61938 (together with its affiliates and subsidiaries, collectively the “Seller”), and REDFERN PROPERTIES, LLC, a Maine limited liability company with a place of business in Portland, Maine (the “Purchaser,” and together with the Seller, the “Parties,” and each a “Party”).

RECITALS

WHEREAS, Seller is the owner of a certain parcel of real estate in the City of Portland, County of Cumberland, State of Maine, which parcel is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Seller Property”); and

WHEREAS, the Seller Property is improved with multiple buildings, including the building and associated improvements having a street address of 45 Forest Avenue, in the current numbering thereof (the “45 Forest Property”), being a portion of the Seller Property, a preliminary sketch of the 45 Forest Property is attached as Exhibit B; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the 45 Forest Property (as the same is hereinafter further defined), each in accordance with and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the 45 Forest Property is subject to an Easement and Building Operating Agreement dated December 31, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6368, Page 222, as the same has been amended and supplemented to date (the “Easement Agreement”); and

WHEREAS, Seller has agreed to use commercially reasonable best efforts to amend the Easement Agreement, including obtaining the consents of all parties to the Easement Agreement, all as set forth in this Agreement;

WHEREAS, as further material consideration for Seller’s willingness to enter into this Agreement, the Purchaser has agreed to incur all costs and expenses in connection with the separation of the 45 Forest Property from the balance of the Seller Property (the “Seller’s Retained Property”), all as set forth in this Agreement;

NOW THEREFORE, in consideration of the above Recitals, the mutual covenants and agreements herein set forth and the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale; Description. Subject to and in accordance with the terms and conditions set forth in this Agreement, Seller agrees to sell, and Purchaser agrees to buy, upon the terms set forth herein, the land that is improved with the building and associated improvements located at the 45 Forest Property, together with all appurtenant easements and rights of way, being a portion of the Seller Property, the precise description thereof shall be determined in accordance with Section 7(b) hereof (collectively, the "Premises").

2. Purchase Price.

(a) Subject to any adjustments and pro-rations described in this Agreement, the purchase price for the Premises is [REDACTED] (the "Purchase Price"), payable as follows:

(i) Initial Deposit. Purchaser shall deliver to Escrow Agent (as defined herein) the sum of [REDACTED] as an initial deposit (the "Initial Deposit") on the date of this Agreement, which Initial Deposit shall be held by Escrow Agent in an interest bearing account, applied in accordance with the terms hereof, and credited against the Purchase Price at Closing, as the same is hereinafter defined.

(ii) Second Deposit. Within 3 business days following the latter to occur of the Separation Agreement Deadline (as defined herein), and the date the Separation Agreement is executed by Seller and delivered to Purchaser (the "Second Deposit Due Date"), Purchaser shall deliver to Escrow Agent an additional deposit of [REDACTED] (the "Second Deposit," and together with the Initial Deposit, the "Deposit"), which Deposit shall be held by Escrow Agent in an interest bearing account, applied in accordance with the terms hereof, and credited against the Purchase Price at Closing, as the same is hereinafter defined.

(iii) The balance of the Purchase Price, subject to adjustments and pro-rations provided for herein, is to be paid at Closing by certified, cashier's or treasurer's check or checks, or by electronic wire transfer in accordance with wiring instructions provided by Seller.

(b) Separation Costs. In addition to the Purchase Price, Purchaser agrees to pay all costs and expenses (the "Separation Costs") in connection with the separation of the 45 Forest Property from the Seller's Retained Property, up to a cap of [REDACTED] (the "Separation Costs Cap"). Separation Costs shall include, without limitation, architect's, engineer's and surveyor's fees and cost, permitting and application fees and all related permitting costs, construction costs, costs to make both properties code compliant, and other costs, including environmental remediation costs, associated with separating the shared elements and systems, including electrical, mechanical, fire suppression, and life safety systems (collectively, the "Systems") of the 45 Forest Property from the Seller's Retained Property such that the 45 Forest Property may legally be separately conveyed from the Seller's Retained Property and such that each of the 45 Forest Property and the Seller's Retained Property may be independently owned and operated, each with its own dedicated Systems (the "Separation"). The Separation Costs shall also include the removal of the antennas (but not the towers) from the roof of the 45 Forest Property and all

related cabling, conduits and duct work. The Separation Costs shall also include all costs incurred by Purchaser related to the amendment of the Easement Agreement in accordance with the terms hereof. Notwithstanding the foregoing, the classification of any expenditure as a "Separation Cost" shall be subject to Seller's reasonable review and approval. In the event that Seller objects, in its reasonable discretion, to the classification of any expenditure as a "Separation Cost," and the parties are unable to reach an agreement with respect to the disputed Separation Cost, either party may require that the dispute be resolved by binding arbitration in a process to be negotiated as part of the "Separation Agreement" (defined below). Purchaser shall keep Seller reasonably informed of the Separation budget and of the expenditure of Separation Costs. The Parties anticipate that the cost of the Separation will not exceed the Separation Costs Cap. However, if the Separation Costs exceed the Separation Costs Cap, Seller shall bear responsibility for the amount of the Separation Costs in excess of the Separation Costs Cap. At the Closing, Seller shall place [REDACTED] of the Purchase Price into escrow to be held and distributed to pay for Separation Costs in excess of the Separation Costs Cap, provided if there is no excess, the entire [REDACTED] will be delivered to Seller. The terms of such escrow will be negotiated between the Parties as part of the "Separation Agreement" (defined below).

3. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to Seller and used in connection therewith, all as the same may be modified in accordance with the Separation Agreement. Seller shall not be required to remove the antennas on the roof of the Premises, the related cabling within the Premises, or the roof tower where the antennas are located; provided, however, that the costs of removing the antennas on the roof of the Premises shall be a Separation Cost.

4. Deed; Title. (a) The Premises are to be conveyed to Purchaser by a good and sufficient quitclaim deed with covenant (the "Deed"), and such deed shall convey marketable title to the Premises, subject to easements, conditions, encumbrances and restrictions of record, any Unacceptable Encumbrances (as hereinafter defined) accepted or waived by Purchaser pursuant to Section 3(b), and except for the Permitted Exceptions (as hereinafter defined).

(b) Purchaser shall have thirty (30) days from the date of this Agreement (the "Title Review Period") within which to give Seller written notice of (i) any alleged title defects in the Premises; and (ii) any easements, conditions, encumbrances and restrictions that are unacceptable to Purchaser because they have a material adverse effect on the Premises as currently improved and used (items (i) and (ii) being collectively referred to herein as "Unacceptable Encumbrances"). Purchaser's failure to give such notice within the Title Review Period shall be deemed a waiver of Purchaser's right to object to any and all matters that affect the title to the Premises which appear of record in the Cumberland County Registry of Deeds as of the end of the Title Review Period. If Purchaser does give such written notice in a timely manner, Seller shall then have seven (7) days from the date it receives Purchaser's notice within which to elect whether it will attempt to cure such Unacceptable Encumbrance(s) or to notify Purchaser of its election not to attempt to cure such Unacceptable Encumbrance(s). In the event Seller elects to attempt to cure the Unacceptable Encumbrance(s), Seller shall have a period of forty-five (45) days from the date of its election within which to do so. In the event that Seller elects to, but fails to cure any Unacceptable Encumbrance(s) within said 45-day period, Seller shall give written

notice thereof to Purchaser at the expiration of said 45-day period. In the event Seller elects not to cure, or having elected to attempt to cure fails to cure, the Unacceptable Encumbrance(s), Purchaser shall elect, within a period of seven (7) days after its receipt of notice thereof from Seller to either (i) terminate this Agreement; or (ii) waive such Unacceptable Encumbrance(s) and accept conveyance of the Premises subject to the Unacceptable Encumbrance(s) without deduction from the Purchase Price. If Purchaser elects to terminate this Agreement, Seller shall direct Escrow Agent to return the Deposit to Purchaser, and neither party shall have any further obligation under this Agreement, other than those obligations that survive termination of this Agreement. In the event Purchaser fails to make such election within said seven (7) day period, then Purchaser shall be deemed to have made an election to waive the Unacceptable Encumbrance(s) and accept conveyance of the Premises subject to the Unacceptable Encumbrance(s) without deduction from the Purchase Price. "Permitted Exceptions" shall mean: (i) all customary utility easements of record benefiting the Premises; (ii) the effect of existing land use, zoning or governmental subdivision regulations so long as the Premises is in material compliance therewith and they do not prevent Purchaser's intended use; (iii) any lien for taxes or assessments that are not yet due as of the date of the Closing or are due and payable, but not yet delinquent; (iv) any matters or interests created by, consented to in writing by, or otherwise caused by Purchaser or its agents and representatives; (v) terms and conditions of the Easement Agreement, as the same shall be amended in accordance with the terms hereof; and (vi) such matters as may be provided in the Separation Agreement. With respect to any matters affecting title to the Premises and being first recorded after the Title Review Period, Purchaser may object to said matters at any time prior to the Closing, and such objection will be subject to the process set forth in this Section 4(b), beginning with the third sentence.

(c) To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed.

5. Closing.

(a) The Deed is to be delivered and the consideration paid within thirty (30) days from the later of (i) August 31, 2021; or (ii) the date on which Purchaser has obtained all of the Approvals in un-appealable form, provided that in no event shall closing occur later than December 31, 2021 (the "Closing Date"), the Closing to be held on such date and time and at such location as shall be mutual agreed upon in advance by the Parties (the "Closing"). At the Closing, Purchaser and Seller shall execute and deliver such other documents certificates, and affidavits as are reasonably requested by the other Party or its attorney, including without limitation such instruments as are required pursuant to the Separation Agreement.

(b) The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or which are expressly stated to survive the Closing.

6. Inspection of Premises.

(a) From and after the Effective Date through the Closing, Purchaser, personally or through its authorized agent or representatives, shall be entitled, upon at least two (2) business days' advance written notice to Seller or Seller's agent to enter upon the Premises on such days and at such times as shall be mutually agreed by the Parties in advance, and shall have the right to make such investigations as are reasonably necessary with respect to Purchaser's satisfaction of its contingencies set forth in Section 7(a) and is are allowed hereunder; provided, however, Seller and its representatives, agents, and/or contractors shall have the right to be present during any of the Purchaser investigations, which representatives shall be made reasonably available for such purposes. Subject to the foregoing, Purchaser shall have the right (at Purchaser's sole expense) to conduct a standard Phase I environmental site assessment upon notice to Seller. Purchaser must obtain Seller's prior written approval of the scope and method of any environmental testing or investigation (other than a standard Phase I environmental site assessment) and any inspection which would materially alter the physical condition of the Premises prior to Purchaser's commencement of such inspections or testing, which consent shall not be unreasonably withheld, conditioned or delayed. Such inspections will be performed by inspectors or consultants chosen and paid for by Purchaser. Purchaser agrees to provide copies of all such inspections and studies to Seller and agrees that it shall not disclose the results thereof to any third party other than prospective lenders, its agents and professionals, potential tenants or as otherwise required by applicable law. Notwithstanding the foregoing or any other provision of this Agreement, Purchaser shall not have any authority to and agrees that it will not conduct or permit any other person to conduct any invasive tests or studies, including, without limitation, soil borings or soil samplings at the Premises, without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Purchaser agrees to promptly repair any damage to any property that may result from Purchaser's exercise of its rights pursuant to this Section. The prohibition against disclosure of the results of any tests, inspections and studies conducted pursuant to this Section 6(a) to any third parties shall survive any termination of this Agreement.

(b) Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorney fees) that may be incurred by or threatened against Seller and that arise, directly or indirectly, out of the activities of Purchaser, its agents, contractors, or employees on or near the Premises. The foregoing agreement to indemnify and hold Seller harmless applies to claims asserted by Purchaser's employees without regard to any immunity that Purchaser may have under workers compensation laws. The foregoing agreement to indemnify and hold Seller harmless shall survive the Closing and any termination of this Agreement.

(c) Within ten (10) business days of the Effective Date, Seller shall deliver to Purchaser the following items with respect to the Seller Property: (i) a copy of all surveys and building plans not of record; (ii) any environmental site assessments; (iii) copies of any engineering or inspection reports; and (iv) any title insurance owner's policies, all to the extent such items are in Seller's possession on the Effective Date (together, the "Seller Deliverables"). Purchaser acknowledges and agrees that (a) the Seller Deliverables are being provided by Seller to Purchaser as a courtesy and

therefore Seller makes no representation or warranty regarding the accuracy and/or completeness of the Seller Deliverables, and (b) Purchaser and any person to whom Purchaser provides the Seller Deliverables shall rely on the same at their own risk.

7. Contingencies. The obligations of Parties under this Agreement are subject to the following contingencies:

(a) Inspections. Within thirty (30) days from the date of this Agreement (the “Due Diligence Deadline”), Purchaser shall have caused to be performed such inspections of the Premises as it deems reasonably necessary in its discretion, subject to the restrictions contained herein, the results of which must be satisfactory to Purchaser in Purchaser's sole discretion. In the event that Purchaser determines, based on its Phase I environmental site assessment, that additional environmental investigation is necessary, Purchaser shall have the option to extend the Due Diligence Deadline by thirty (30) days upon written notice to Seller delivered prior to the initial Due Diligence Deadline. Any such additional environmental investigation or inspection shall be subject to the requirements of Section 6(a). In the event that Purchaser is not satisfied in its sole discretion with the results of its inspections, Purchaser shall be entitled to terminate this Agreement by giving Seller and Escrow Agent written notice of Purchaser's intention to do so on or before the Due Diligence Deadline, as the same may be extended in accordance with the terms hereof, in which event Seller shall direct Escrow Agent to return to Purchaser the Deposit, the Parties shall be relieved of all further obligations under this Agreement other than those that survive such termination, and neither Party shall be in default under this Agreement. In the event Purchaser does not so notify Seller on or before the Due Diligence Deadline, as the same may be extended in accordance with the terms hereof, the Purchaser shall be deemed to have waived its right to terminate this Agreement on account of the above-described contingency.

(b) Separation Agreement. Within sixty (60) days from the Effective Date of this Agreement (the “Separation Agreement Deadline”), Purchaser and Seller shall have reached agreement on the manner in which and the terms upon which the Separation shall occur, including without limitation the legal description of the 45 Forest Property to be conveyed to Purchaser, the manner in which the Systems of the 45 Forest Property shall be separated from the Seller's Retained Property Systems; such easements as may be necessary for Purchaser's intended use of the 45 Forest Property and for Seller's continued and intended use of the Seller's Retained Property; and an arbitration process to settle any disputes about Separation Costs (the “Separation Agreement”). The Separation Agreement shall provide for Purchaser to incur all costs associated with the Separation up to the Separation Costs Cap. Purchaser shall deliver a draft of the Separation Agreement to Seller for Seller's review and comment within forty-five (45) days of the Effective Date of this Agreement. Seller shall either approve the draft Separation Agreement or propose changes to the separation Agreement within ten (10) days of receipt of a draft from Purchaser. If Purchaser shall fail to approve or propose changes within said ten (10) day period, the Separation Agreement Deadline shall be extended for thirty (30) days. Prior to its delivery of the draft Separation Agreement to Seller, Purchaser shall have used good faith efforts to have all engineering and survey work reasonably necessary for the purposes of the Separation Agreement completed. The Parties agree to negotiate the Separation Agreement in good faith, to use commercially reasonable efforts to enter into the Separation Agreement prior to the Separation Agreement Deadline, and that a failure to negotiate in good faith and use reasonably

commercial efforts will constitute a default hereunder. Notwithstanding anything to the contrary contained in the Separation Agreement, the Seller shall have the right to employ Colby Engineering, at Seller's cost, to oversee all plans and construction associated with the Separation, all of which shall be subject to Colby Engineering's reasonable approval. Among other things the Separation Agreement shall require Seller and Purchaser to deliver to the other Party at Closing easements for use of areas including, but not limited to: a stairwell and freight elevator, the loading dock area, land area behind the loading and an easement over the Oak Street driveway, and an easement over the underground storage tank, title to which will be retained by Seller all as approximately located on Exhibit B, and an easement for the benefit of Seller's Retained Property to maintain the pipes and cables connecting the underground storage tank to Seller's Retained Property on and within the 45 Forest Property.

In the event that the Parties are not able to reach agreement on the terms of the Separation Agreement by the Separation Agreement Deadline, either Party shall be entitled to terminate this Agreement by written notice to the other Party and to Escrow Agent prior to the Separation Agreement Deadline, in which event Escrow Agent shall return to Purchaser the Deposit, the Parties shall be relieved of all further obligations under this Agreement other than those that survive such termination, and neither Party shall be in default under this Agreement.

(c) Renegotiation of Easement Agreement. Prior to the Separation Agreement Deadline, Purchaser and Seller shall each be reasonably satisfied that all necessary parties to the Easement Agreement have reached agreement on the manner in which and the terms upon which the Easement Agreement shall be amended and restated such that the Premises shall be released therefrom to the greatest extent possible, including without limitation removal of the Premises from the residential use restriction and any rights of first refusal, and enabling the Seller to convey the Premises in accordance with terms hereof, provided however that the parties to the Easement Agreement shall be entitled to retain such easements as may be necessary for their continued use and operation of the properties that are subject to the Easement Agreement. The Parties agree to negotiate the amended and restated Easement Agreement in good faith. Seller shall use commercially reasonable efforts to obtain the cooperation of all parties necessary to amend and restate the Easement Agreement prior to the Separation Agreement Deadline, and that a failure to negotiate in good faith and use reasonably commercial efforts will constitute a default hereunder. Notwithstanding the forgoing, the terms of the amended and restated Easement Agreement shall be acceptable to Purchaser in its sole discretion.

Within forty-five (45) days of the Effective Date, Seller shall prepare an amended and restated easement agreement, in recordable form, containing such terms as are set forth hereinabove, together with such plans as may be necessary to effectuate the release (collectively, the "Easement Amendment"). Upon completion, Seller shall provide the Easement Amendment to Purchaser for review and approval. Purchaser shall promptly provide any comments or approve the Easement Amendment. Once approved by Purchaser, Seller shall use commercially reasonable efforts to have the Easement Amendment approved by the appropriate third party, and have the Easement Amendment fully executed and recorded as quickly as possible. If said third party proposes any revisions to the amended and restated Easement Agreement, such revisions must be acceptable to Purchaser in its sole discretion.

In the event that either Party is not satisfied that all parties necessary to amend and restate the Easement Agreement as set forth hereinabove have reached agreement on the manner in which and the terms upon which the Easement Agreement shall be amended and restated by the Separation Agreement Deadline, either Party shall be entitled to terminate this Agreement by written notice to the other Party and to Escrow Agent prior to the Separation Agreement Deadline, in which event this Agreement shall terminate, Escrow Agent shall return to Purchaser the Deposit, the Parties shall be relieved of all further obligations under this Agreement other than those that survive such termination, and neither Party shall be in default under this Agreement.

If, despite the Parties good faith efforts, the Easement Amendment has not been recorded on or before August 31, 2021 as a result of the refusal of necessary third parties to join in the Easement Amendment, either Party shall be entitled to terminate this Agreement by written notice to the other party and to Escrow Agent, in which event Escrow Agent shall return to Purchaser the Deposit, the Parties shall be relieved of all further obligations under this Agreement other than those that survive such termination, and neither Party shall be in default under this Agreement.

8. Seller Cooperation with Governmental Approvals. Seller authorizes Purchaser (and its affiliates and designees) to file any applications, documents and materials required in connection with obtaining the any governmental, municipal or agency approvals that are necessary or appropriate in Purchaser's reasonable discretion to effectuate the Separation or to develop, redevelop, construct, use and operate the 45 Forest Property as student housing and/or apartments (collectively, the "Approvals"). At its expense, Purchaser shall diligently pursue the Approvals in good faith and shall use commercially reasonable efforts to obtain such Approvals, provided that the cost of Approvals related to the separation of the 45 Forest Property from Seller's Retained Property shall be part of the Separation Costs. To the extent Seller's consent or approval is required by third parties, including applicable governmental authorities, in connection with the Approvals, such approval shall not be unreasonably withheld, conditioned or delayed. Seller will cooperate with Purchaser in any manner reasonably requested in Purchaser's efforts to apply for and obtain the Approvals. Seller or Seller's authorized representative(s) will not object to or otherwise oppose Purchaser's proposed development on the 45 Forest Property, including with respect to any zoning variance required therefor; provided, that Seller's cooperation covenant shall not unreasonably interfere with Seller's continued use of or development plans for the Seller's Retained Property. The terms of this Section 8 shall survive the Closing.

9. Possession and Condition of Premises. Full possession of the Premises, free of all tenants and occupants except as otherwise herein provided, is to be delivered at the Closing, the Premises to be then in the same condition as they now are, reasonable use and wear thereof, damage caused by Purchaser or persons acting by, through, or under Purchaser, and modifications made in accordance with the Separation Agreement excepted.

10. Risk of Loss. Until delivery of the deed from Seller to Purchaser and except as otherwise provided herein, risk of loss or damage to the Premises by fire or otherwise shall be on Seller.

11. Adjustments; Closing Costs. Real estate taxes, assessments, and utilities shall be pro-rated as of the Closing. The recording fee for the deed of conveyance shall be paid by Purchaser. Purchaser shall be responsible for the costs of any title searches and title insurance that Purchaser elects to procure. The transfer tax required by the State of Maine shall be paid by Purchaser and Seller in accordance with the laws of the State of Maine. The cost of recording any documents in connection with the cure of any Unacceptable Encumbrances shall, if Seller elects to and does cure such Unacceptable Encumbrances, be paid by Seller. The commission payable to Seller's Agent shall be paid by Seller.

12. Brokerage. Seller and Purchaser each represent and warrant to the other that no brokers, agents or consultants other than The Boulos Company on behalf of the Seller have been employed with respect to this transaction by either of them, and Seller and Purchaser agree to indemnify and hold the other harmless from any claim by any other broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Purchaser, as the case may be.

13. Deposit; Escrow Agent. The Deposit shall be held by the Boulos Company (the "Escrow Agent"), in an interest-bearing account, subject to the terms of this Agreement and shall be held and disposed of in accordance with the terms of this Agreement. Effective upon the later of Second Deposit Due Date and the date the Easement Amendment (in a form approved by Purchaser in its sole discretion) is recorded, [REDACTED] of the Deposit shall become and thereafter shall be non-refundable to Purchaser except if the Seller breaches or defaults under this Agreement, but shall be applied to the Purchase Price at Closing. Upon the expiration of each thirty day period thereafter an additional [REDACTED] of the Deposit, up to the entire amount of the Deposit, shall become and thereafter shall be non-refundable to Purchaser except if the Seller breaches or defaults under this Agreement or if Purchaser terminates the Agreement in accordance with Section 4 hereof. By executing this Agreement, Escrow Agent agrees to hold the Deposit in an interest-bearing account and to disburse the same in accordance with the terms hereof. For purposes of this Agreement, the term "Deposit" shall include any interest accrued on amounts deposited in connection herewith. If the transactions set forth herein shall be consummated at the Closing, Escrow Agent shall pay the Deposit to Seller at the Closing. In the event that a Seller's Default shall occur under Section 15(b) hereof, the Deposit shall be paid to Purchaser by Escrow Agent. In the event that a Purchaser's Default shall occur under Section 15(a) hereof, Escrow Agent shall pay the Deposit to Seller.

14. "AS IS" Condition; Disclaimers.

(a) As-Is Condition. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED PURSUANT TO THE TERMS HEREOF BY SELLER TO PURCHASER AT CLOSING ("SELLER CLOSING DOCUMENTS"), PURCHASER AGREES TO PURCHASE THE PREMISES "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON, AND TOGETHER WITH ANY ITEMS OF PERSONAL PROPERTY OR EQUIPEMENT THAT SELLER DOES NOT REMOVE PRIOR TO CLOSING. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS,

DOCUMENTS OR RECORDS CONCERNING THE PREMISES (“DISCLOSURES”) PROVIDED OR MADE AVAILABLE TO PURCHASER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER’S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY SELLER CLOSING DOCUMENTS. IN PURCHASING THE PREMISES OR TAKING OTHER ACTION HEREUNDER, PURCHASER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BUT RATHER, PURCHASER SHALL RELY ONLY ON PURCHASER’S OWN INSPECTION OF THE PREMISES. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PREMISES IS BEING SOLD “AS IS”.

(b) No Additional Representations. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY SELLER CLOSING DOCUMENTS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PREMISES INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PREMISES, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE PREMISES, (D) THE INCOME TO BE DERIVED FROM THE PREMISES, (E) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PREMISES OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE PREMISES OR THE ABILITY TO LEASE OR SELL UNITS THEREIN, (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PREMISES, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS MATERIALS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE SET FORTH HEREIN, SELLER, UNLESS OTHERWISE REQUIRED BY LAW, ARE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

(c) Release. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PREMISES, AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE PREMISES AND EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT

AND IN ANY SELLER CLOSING DOCUMENTS, PURCHASER WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, SUBJECT TO THE SELLER CLOSING DOCUMENTS AND THE TERMS AND CONDITIONS OF THIS AGREEMENT, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PREMISES MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGI, MOLD OR MILDEW) WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE IN WHICH THE PREMISES IS LOCATED OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS MATERIALS WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PREMISES AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE PREMISES. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE AND OF WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF SELLER.

PURCHASER'S RELEASE OF SELLER AS SET FORTH IN THIS SECTION 14(c) SHALL NOT PERTAIN TO ANY CLAIM OR CAUSE OF ACTION BY PURCHASER AGAINST SELLER FOR (I) A BREACH BY EITHER SELLER OF A REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY SELLER CLOSING DOCUMENTS, (II) A BREACH BY EITHER SELLER OF A COVENANT EXPRESSLY IN THIS AGREEMENT OR ANY SELLER CLOSING DOCUMENTS, OR (III) ANY EXPRESS INDEMNIFICATION OBLIGATION OF SELLER UNDER THIS AGREEMENT THAT EXPRESSLY SURVIVES CLOSING.

"Hazardous Materials" or "Hazardous Substances" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances defined as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials", "toxic pollutants", or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; the Resource Conservation and Recovery

Act ("RCRA"), 42 U.S.C. §§ 9601 et seq.; the Clean Water Act ("CWA"), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinance now or hereafter in effect relating to environmental matters; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and their byproducts, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) Polychlorinated Biphenyls (PCB's), (I) ureaformaldehyde, (J) volatile organic compounds (VOC), (K) total petroleum hydrocarbons (TPH), (L) benzene derivative (BTEX), and (M) petroleum byproducts.

The provisions of this Section 14 shall survive the Closing.

15. Default and Remedies.

(a) Seller Default. Notwithstanding anything to the contrary contained in this Agreement, if Seller materially defaults in its obligations under this Agreement for any reason other than those reasons specified in this Agreement, and Purchaser having fully performed all of its obligations under this Agreement (a "Seller Default"), then Purchaser may elect as its sole and exclusive remedy (at law or in equity) to either:

(i) terminate this Agreement and recover the Deposit, together with any interest thereon, and damages from Seller in amount equal to the total of all of Purchaser's documented, out-of-pocket costs and expenses incurred towards due diligence and the Separations Costs in an amount not to exceed [REDACTED], together with legal fees and expenses expended by Purchaser to enforce its rights herein, at which time this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement; or

(ii) waive the Seller Default, to the extent waivable, and proceed to Closing; or

(iii) seek specific performance of this Agreement and the Separation Agreement, and if Purchaser shall prevail in such action for specific performance, Seller shall reimburse Purchaser for all legal fees and expenses related to such action, in addition to any other remedies imposed by the court.

Purchaser's failure to proceed to Closing under Section 15(a)(ii) or seek specific performance under Section 15(a)(iii) shall constitute Purchaser's election to terminate this Agreement under Section 15(a)(i) above. Seller shall never be deemed to be in default in the performance of any representation, warranty, covenant or agreement hereunder, other than Seller's obligation to deliver title to the Property in accordance the terms hereof, unless it shall have received written notice thereof from Buyer and such default shall continue for more than ten (10) days after receipt thereof.

(b) Purchaser Default. If Purchaser fails to perform any of its obligations hereunder (and such failure continues for ten (10) days after notice from Seller) or otherwise fails to consummate the purchase of the Premises in accordance with the provisions of this Agreement for any reason other than those reasons specified in this Agreement as giving rise to a right in Purchaser to terminate the transactions contemplated by this Agreement (a "Purchaser Default"), Seller shall have the right to terminate this Agreement by delivering written notice to Purchaser whereupon the Deposit shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Purchaser), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof and shall be and constitute valid liquidated damages, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement.

16. Notices. Any demand or notice required or permitted hereunder, shall be given by either (A) personal delivery, (B) same-day or overnight delivery by independent courier, or (C) electronic mail addressed to the electronic mail address set forth herein for the party to be notified. Notices may be sent and/or signed by a party's attorney. Notice given in accordance herewith for all permitted forms of notice, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof); provided, however, that in the case of notice by facsimile or electronic notice, if such notice is received after 5:00 PM, it shall be deemed to have been received on the next business day.

Seller: Consolidated Communications of
Northern New England Company, LLC
121 South 17th Street
Mattoon IL 61938

With copy to: Reid Hayton-Hull, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480
rhayton-hull@dwmlaw.com

Purchaser : Redfern Properties, LLC
Attn: Jonathan Culley
P.O. Box 8816
Portland, ME, 04104
jonathan@redfernproperties.com

With copy to: Eben Adams
Pierce Atwood
254 Commercial Street
Portland, ME 04101
eadams@pierceatwood.com

17. Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned to an entity affiliated with, owned or controlled, in whole or in part, by, or under common control with Purchaser upon written notice to Seller.

18. Representations.

(a) Each party represents, covenants and warrants to the other that the representing party has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, subject to Seller's ability to obtain the Easement Amendment as provided herein, and, subject to approval by its lender, the execution and delivery of this Agreement and the performance by the representing party 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 or constituent organizational documents of the representing party 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 the representing party is a party to or by which it is bound.

(b) Seller represents, covenants and warrants that the 45 Forest Property is not subject to any leases, master leases, subleases, tenancies, options to purchase or rights to purchase, including, without limitation, rights of first refusal or rights of first offer, except the Right of First Offer included in the Easement and Building Operating Agreement dated December 31, 1983 and recorded in the Cumberland County Registry of Deeds in Book 6368, Page 222 (the "ROFR"). Seller represents that it has complied with the terms of the ROFR and that the party entitled to exercise the ROFR elected not to exercise and Seller shall provide satisfactory evidence of the same, in recordable form, within 60 days following the Effective Date.

19. Purchaser's Condition to Closing. The Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction, or written waiver by the Purchaser, of the following condition: Prior to the Closing Date, the Easement Amendment, in a form approved by Purchaser in its sole discretion, shall have been recorded.

20. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. This Agreement may not be modified, waived or amended except in a written instrument signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws in

effect in the State of Maine, without application of its conflict of laws principles. To facilitate execution, this Agreement may be executed in multiple originals which, collectively, shall constitute a single instrument. All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or the context may require.

(b) Notwithstanding any other provision of this Agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the Deposit to either party. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and submit the Deposit in the court to resolve said dispute, or otherwise disburse the Deposit pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Agreement and/or the Deposit.

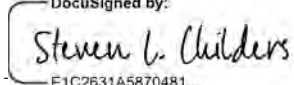
[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as a sealed instrument, effective as of the date first above written.

WITNESS:

SELLER:

CONSOLIDATED COMMUNICATIONS
OF NORTHERN NEW ENGLAND
COMPANY, LLC

By: 
Printed Name: Steven L. Childers
Its: Chief Financial Officer

PURCHASER:

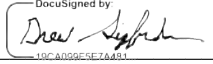
REDFERN PROPERTIES, LLC

By: 
Printed Name: Jonathan Culley, Manager
Its:

The undersigned Escrow Agent executes this Agreement for purposes of agreeing to hold and disburse the Deposit in accordance with the provisions of this Agreement.

ESCROW AGENT:

The Boulos Company, Inc.

By: 
Printed Name: Andrew Sigfridson
Its: Managing Director

List of Exhibits

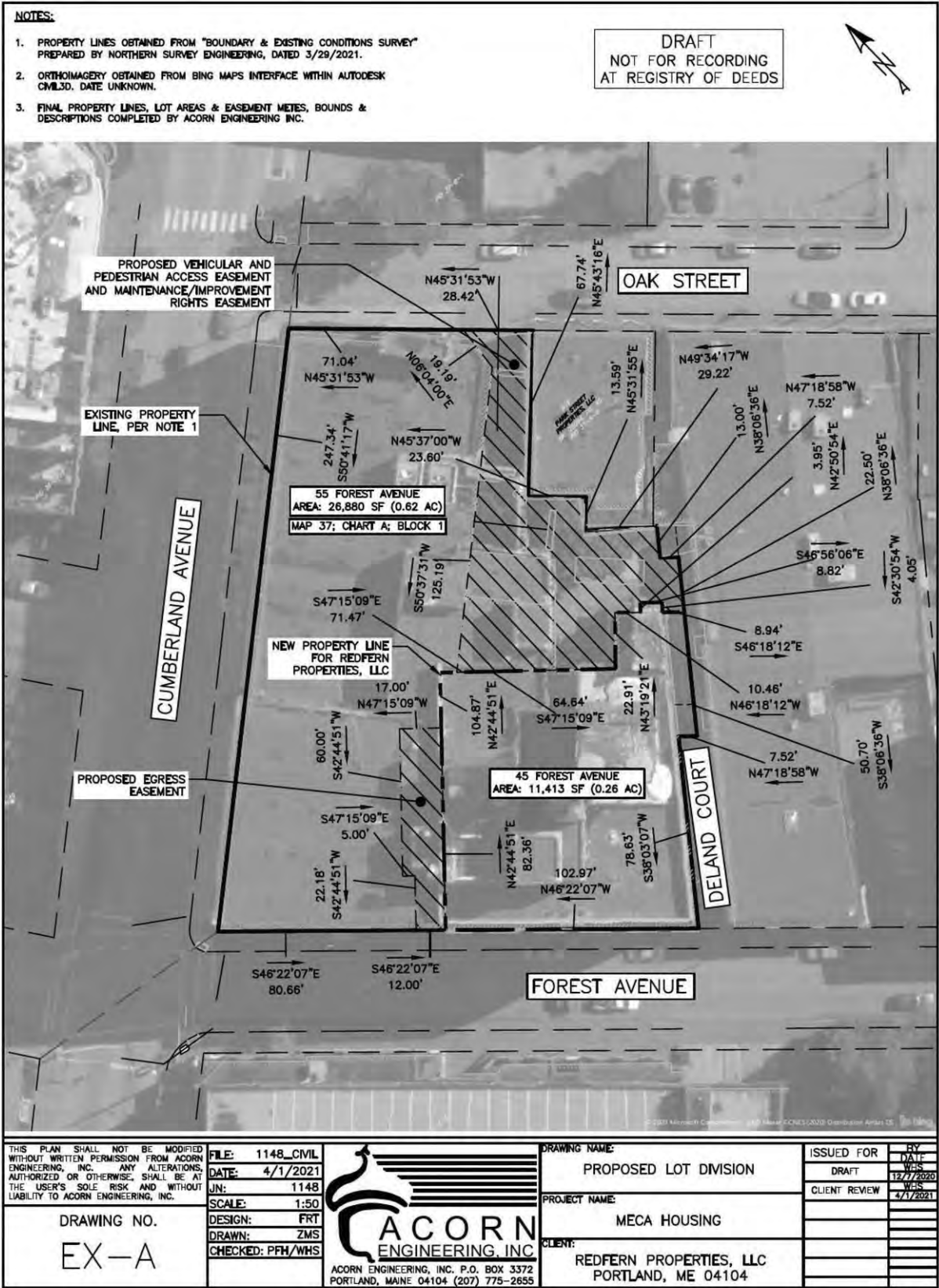
Exhibit A- Description of Seller Property
Exhibit B- Preliminary Sketch of 45 Forest

Exhibit A
Description of Seller Property

[See attached.]

Exhibit B
Preliminary Sketch of 45 Forest

[See attached.]





ZONING ANALYSIS Relevant Zone(s) B3/B3c/DEOZ/HISTORIC DISTRICT (CONGRESS STREET)

All Projects:

	Required	Proposed
Lot Size	NONE	12,446 SF
Area Per Dwelling Unit	NONE	TBD
Minimum Street Frontage	15'	103'
Front Yard Minimum	NONE	0'
Front Yard Maximum	5'	0.04'
Rear Yard	NONE	22.86'
Yard Right	NONE	0'
Yard Left	NONE	0'
Side Street Setback	None	0'
Step Back	NONE	NONE
Maximum Lot Coverage	100%	92.8%
Minimum Lot Coverage	None	92.8%
Maximum Height	210'	97.2'
Open Space	NONE	N/A
Maximum Impervious Area	NONE	100%
Pavement Setback	NONE	N/A
Floor Area Ratio	NONE	N/A
Off Street Parking Spaces	NONE	N/A
Loading Bays	N/A	1 EXISTING
Other 1		
Other 2		
Other 3		

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			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

E. Summary of Written Easements

There are no existing easements identified by Norse Northern Survey Engineering on the Boundary & Existing Conditions Survey.

See proposed easements below:

- 1.) Proposed Egress Easement
- 2.) Proposed Vehicular and Pedestrian Access Easement and Maintenance/Improvement Rights Easement



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.
N/A			

G. Financial Capacity

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





July 20th, 2021

City Of Portland
Planning Division
389 Congress St., 4th Floor
Portland, ME 04101

RE: Redfern Properties Development at 45 Forest Avenue, Portland.

To whom it may concern:

This letter is to serve as a financial capacity letter for the development to be located at 45 Forest Avenue in Portland. I have discussed this project with Jonathan and can confirm the developer has the capacity to complete this project and attain Bank financing.

Gorham Savings Bank would be very interested in working with Jonathan and helping finance this project.

We are pleased to have the opportunity to assist with this proposal. If you have any questions, please contact me at nweightman@gorhamsavings.bank, or call me at 207-221-8461.

Sincerely,

Nick Weightman
Senior Vice President
Gorham Savings Bank

H. Technical Capacity

Acorn Engineering, Inc. and Ryan Senatore Architecture have successfully permitted and engineered over 20 Major Site Plan 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
- 104 Grant St.



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. Specifically, Article 14 Section 6 Site Plan Review Standards.

OVERVIEW

The proposed project has been designed to conform to City standards where possible as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

The project will not generate 100 or more cars during peak hour; therefore a Traffic Movement Permit will not be required. The site is located on Forest Ave. and can be accessed directly via Deland Court or Oak Street. The change of use is not anticipated to create any significant hazard to safety on the surrounding street network. Congestion of the intersections is not anticipated.

2. Access and Circulation:

a. Site Access and Circulation:

This project conforms with the design standards of Section 14.6.1.B as demonstrated in the following narrative:

- (i) All site access and internal circulation will be designed in accordance with the standards set forth in Section 1 of the Technical Manual.
- (ii) A sidewalk is existing along Forest Ave and will provide safe access to the proposed changed of use residential housing.
- (iii) The main entrance to the site is located on Forest Avenue, in addition an ADA entrance is proposed to be located on Deland Court.
- (iv) The site does not feature drive up services as mentioned in this requirement.

b. Loading and Servicing:

- (i) The site has an existing loading area located in the rear of the site with access from Oak Street.

c. Curb and Sidewalks:

- (i) A sidewalk with curbing is existing on Forest Ave. This project proposes minimal site work and the sidewalk is forecasted to remain undisturbed.



- (ii) Any disturbance of this sidewalk to accommodate the site will be rebuilt in conformance with Chapter 25 of the City's Code of Ordinances and the applicable design standards in the City's Technical Manual.
 - (iii) Not applicable.
 - (iv) Not applicable.
- 3. Public Transit Access:
 - a. The project is located on a bus route with the closest bus stop located on Forest Ave approximately 415 feet away.
 - b. Not applicable.
 - c. Not applicable.
- 4. Parking:
 - a. Vehicular parking:
 - (i) No off-street parking is required for changes of use per Section 19 Off-Street Parking & Loading, Table 19-B
 - (ii) A parking study is not required.
 - (iii) A parking study is not required.
 - (iv) There is no parking proposed on-site.
 - b. Bicycle parking
 - (i) The proposed development will provide 32 bicycle parking spaces as required per Section 19 Off-Street Parking & Loading, Table 19-A.
 - c. Snow Storage:
 - (i) The client will be responsible for the management of snow removal from the site.
 - (ii) Snow storage shall not be located where it interferes with pedestrian walkways or stormwater management systems.
 - d. Electric Vehicle (EV) charging
 - (i) Not applicable.



5. Transportation Demand Management (TDM):

- a. A Transportation Demand Management plan is not required for this project.
- b. Not applicable.

(b) Environmental Quality Standards

1. Preservation of Significant Natural Features:

- a. There are no significant natural features on site
- b. Not applicable.
- c. Not applicable.

2. Landscaping Preservation:

- a. There will be no changes to the exterior of the building.
- b. There will be no changes to the exterior of the building
- c. Not applicable.
- d. Not applicable.
- e. Not applicable.

3. Site landscaping and buffers.

- a. Landscaping
 - (i) Not applicable
- b. Buffers
 - (i) All exterior solid waste receptacle as well as applicable utility structures will be adequately screened within the development and from adjoining properties.
 - (ii) Not applicable.
 - (iii) Not applicable
- c. Parking and vehicle display lot landscaping.
 - (i) Parking is not required as part of this project.
 - (ii) Not applicable.



- (iii) Not applicable.
- 4. Street trees
 - a. Not applicable
 - b. Not applicable.
- 5. Water Quality, Stormwater Management and Erosion Control:
 - a. Stormwater
 - (i) The drainage patterns will be maintained as they currently exist.
 - (ii) Any stormwater that flows onto adjacent lots will not exceed the pre-development flows.
 - (iii) The runoff from the site into the public way will not increase from the pre-development condition.
 - b. A site-specific Stormwater Management Plan has been developed for the project to show compliance with Section 5 of the Technical Manual, including standards of MEDEP Chapter 500. Please refer to the Stormwater Management Report for this information.
 - c. 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.

(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. Two easements are proposed as part of this project.
 - (i) Proposed Vehicular and Pedestrian Access Easement and Maintenance/Improvement Rights Easement.
 - (ii) Proposed Egress Easement
- 2. Public Safety and Fire Prevention:
 - a. Public Safety Design
 - (i) The existing site has long viewing aisles and minimal spaces obscured from



view.

(ii) Access to the site will not change as part of this project.

(iii) This area will promote natural surveillance and access control.

b. Emergency Access

(i) Emergency Access to the site will not be affected as part of this project.

3. Public Utilities:

a. Ability to Serve letters have been sent to the respective companies. Responses are forthcoming. The stormwater report demonstrates that the post development conditions will not overburden the existing storm sewer within Cumberland Avenue.

b. The existing electrical service to the building is anticipated to remain as is.

c. The existing sewer and stormwater infrastructure are anticipated to remain as is.

d. The project will be served by connection to the public sewer system within Cumberland Avenue.

e. Spaces allocated for solid waste storage can be seen on the Site Plan. The solid waste containers will be fully enclosed and screened from the public view.

(d) Site Design Standards

1. Massing, Ventilation and Wind Impact:

a. Please refer to Section O, Architectural Design Narrative.

b. Please refer to Section O, Architectural Design Narrative.

c. Please refer to Section O, Architectural Design Narrative.

2. Shadows:

a. Not applicable.

3. Snow and Ice Loading:

a. There will be no change to the existing exterior of the building.

4. View Corridors:

a. Please refer to Section O, Architectural Design Narrative.



5. Historic Resources:

- a. The development is located in Congress Street Historic District.
- b. The development is located adjacent to the New England Telephone Building.
- c. There are no known archaeological resources on the site.

6. Exterior Lighting:

- a. Site Lighting.
 - (i) Exterior lighting will be designed to meet the requirements of Section 12 of the Technical Manual. See Section N: Lighting for additional information.
 - (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) Street lighting will be designed to meet the requirements of Section 10 of the Technical Manual.

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. Signage
 - (i) Not applicable.
 - (ii) Not applicable.
 - (iii) Not applicable.
 - (iv) Not applicable.
 - (v) Not applicable.



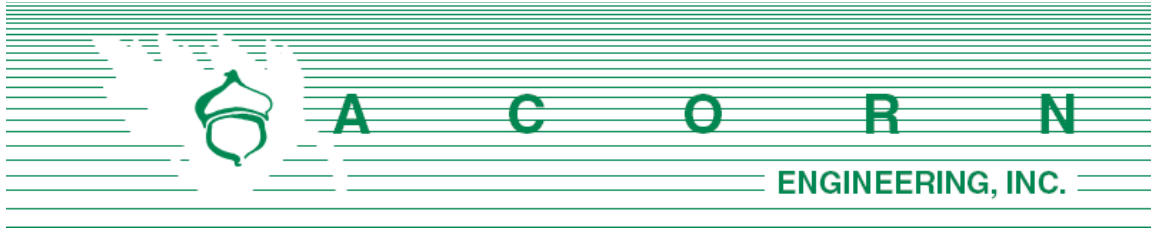
b. Wayfinding

- (i) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Chapter 25 of the City Code.

9. Design Standards:

- a. The project has been designed to meet the standards set forth in the B-3/B-3c/DEOZ zone. Please refer to the Site Plan for more information on the Space & Bulk Standards.





STORMWATER MANAGEMENT REPORT

Prepared For:

**Redfern Properties, LLC
PO Box 8816
Portland, Maine 04104**

Prepared By:

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



July, 2021

INTRODUCTION

The project proposes to convert the existing abandoned commercial use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

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.

The proposed project will not result in 1,000 sf of new impervious area or redevelops greater than 5,000 sf of existing non-roof impervious surface. Therefore, measures for treatment will not be required as part of this project.

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. 6/17/11;12/8/20 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 Loamy Sand	.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.

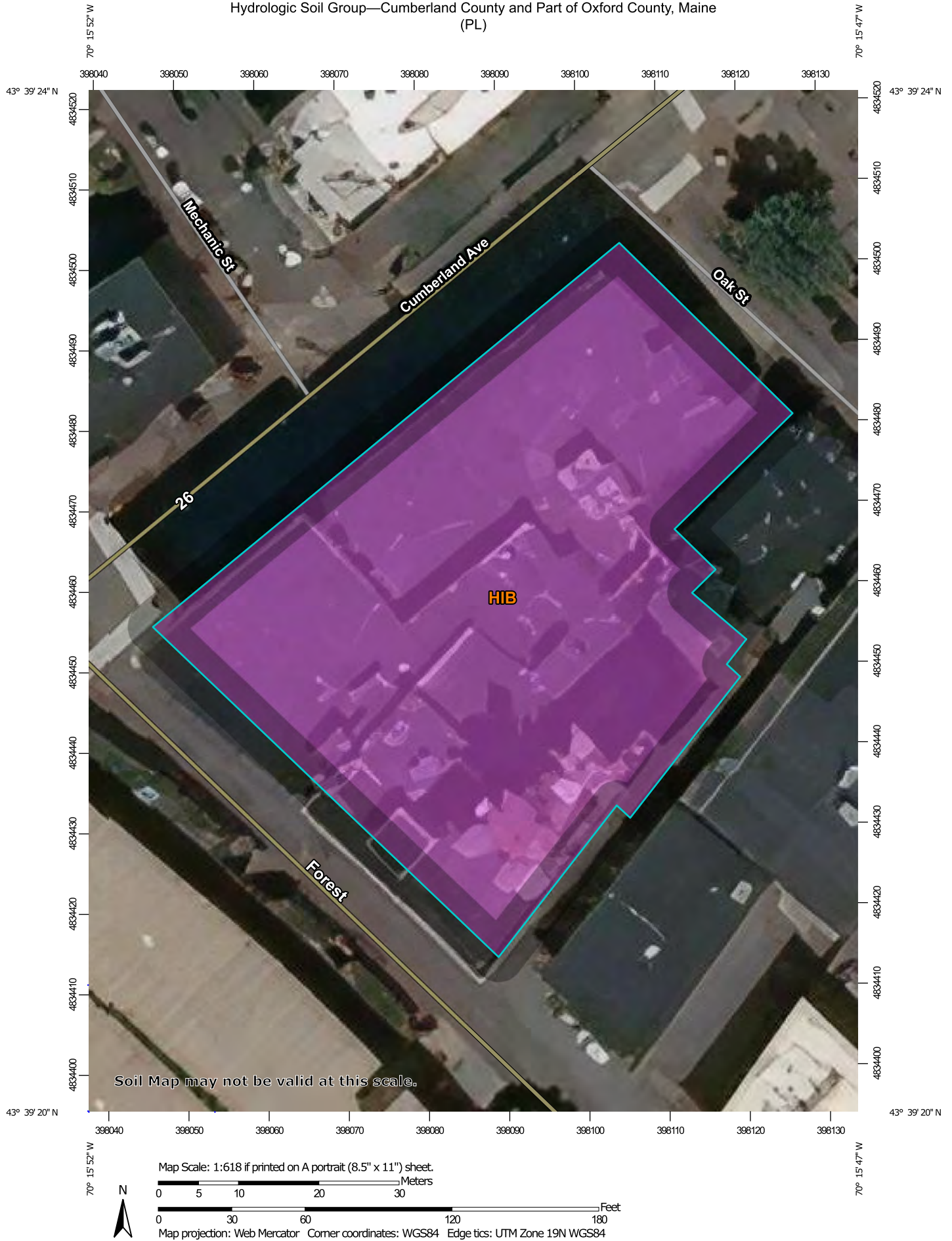
Conclusion

The proposed project does not anticipate creating erosion, drainage or runoff problems for the development, the City, or abutting properties.

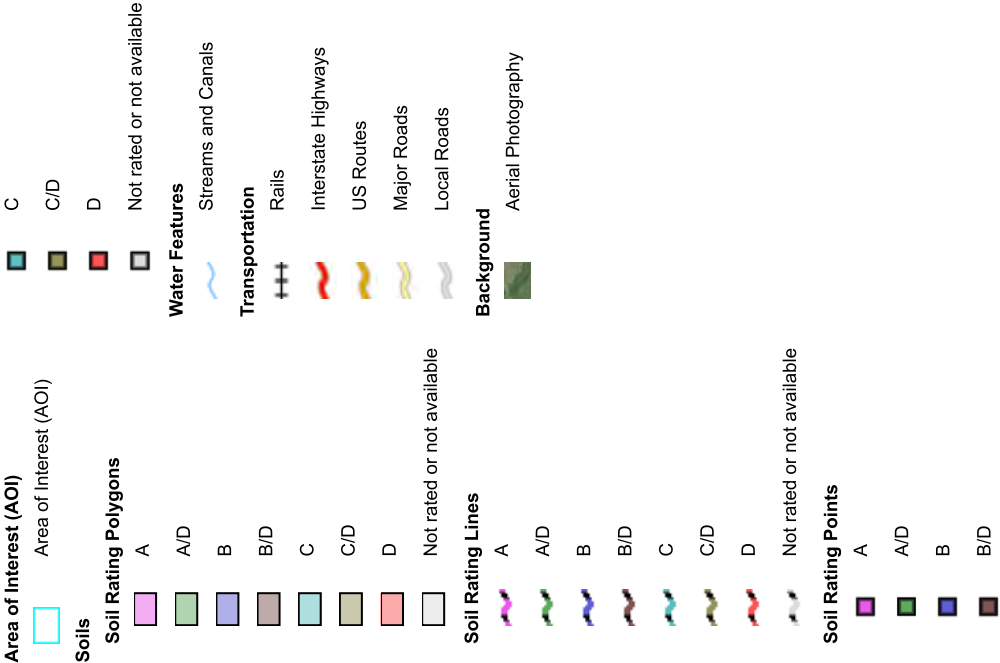


**A C O R N Engineering, Inc. • www.acorn-engineering.com
207-775-2655 • PO Box 3372 • Portland • Maine • 04104**

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine (PL)



MAP LEGEND



MAP INFORMATION

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

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

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

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

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 17, Jun 5, 2020

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

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HIB	Hinckley loamy sand, 3 to 8 percent slopes	A	0.9	100.0%
Totals for Area of Interest			0.9	100.0%

Description

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

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

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

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

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

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

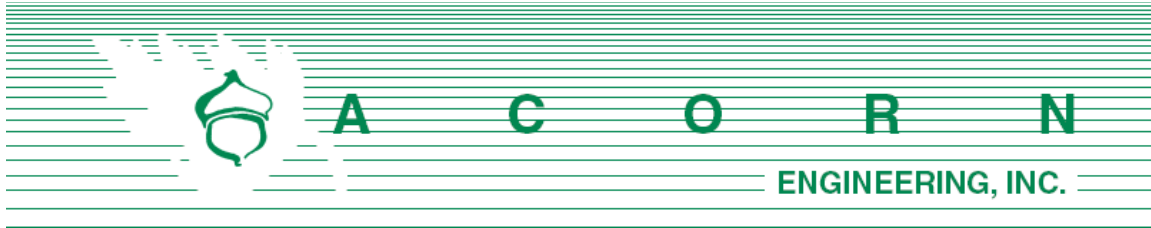
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



K. EROSION & SEDIMENTATION CONTROL REPORT

Prepared For:

**Redfern Properties, LLC
PO Box 8816
Portland, Maine 04104**

Prepared By:

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



July, 2021

INTRODUCTION

The project proposes to convert the existing abandoned commercial use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

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 Forest Avenue. A boundary plan has been prepared by Norse Northern Survey Engineering, Maine dated March 29, 2021.

Abutting Uses:

- | | |
|------------------|--|
| ➤ North R-6 Zone | Multi-Use Commercial / Office Business |
| ➤ East R-6 Zone | Multi Family Residential |
| ➤ South R-6 Zone | Condominiums |
| ➤ West R-6 Zone | Office Business |

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

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;12/8/20 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
Hinckley Loamy Sand	0.17	0.17

The soil “K” value for the soil, listed above, shows a low susceptibility to erosion. The site’s susceptibility to erosion is from the Soil Conservation Service Medium Intensity



Soil Survey for Cumberland County. Although 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

With minimal site work for the proposed project. There are no critical areas.

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 Forest Avenue 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 $\frac{1}{2}$ the design height.
- 2.1.9 Dust control shall be accomplished using any of the following: water, calcium chloride, stone, or an approved MDEP product. Dust control shall be applied as needed to accomplish dust control.
- 2.1.10 Temporary loam, seed, and mulching shall be used in areas where no other erosion control measure is used. Application rates for seeding are provided at the end of this report.
- 2.1.11 Stockpiles shall be stabilized within 7 days of formation unless a scheduled rain event occurs prior to the 7-day window, in which case the stockpile shall be stabilized prior to the rain event. Methods of stabilization shall be mulch, erosion control mix, or erosion control blankets/mats. Silt fence or a wood waste compost filter berm shall be placed downhill of any soil stockpile location.
- 2.1.12 For disturbance between November 1 and April 15, please refer to winter stabilization plan in this report and the Maine Erosion and Sediment Control BMP manual for further information.
- 2.1.13 It is of the utmost importance that stormwater runoff and potential sediment from the construction site be diverted around the proposed underdrains until the trench is backfilled.

2.2 Permanent Erosion Control Measures

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

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

3.0 EROSION AND SEDIMENTATION CONTROL PLAN

- 3.1 The 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.

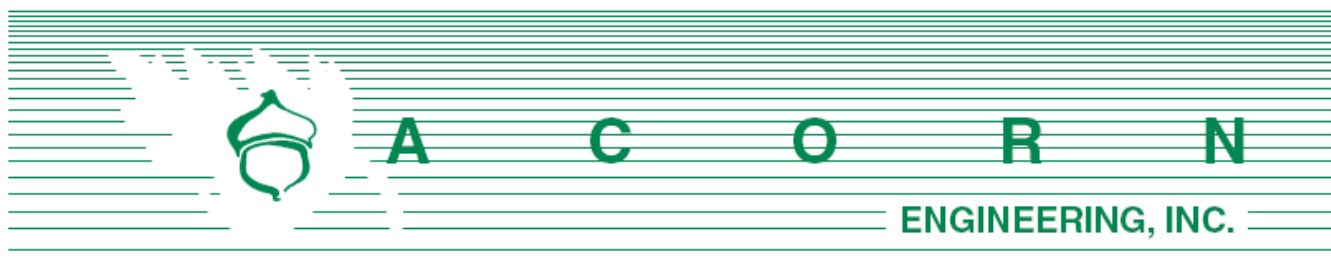
Recommendations

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

July 16, 2021

Subject: 45 Forest Avenue – Fire Department Checklist
 Section L of Application

On behalf of Redfern Properties, LLC, the design team is pleased to respond to the Portland Fire Department Site Review Checklist.

1. Name, address, telephone number of applicant:

Redfern Properties, LLC
 PO Box 8816
 Portland, ME 04104
 (207) 776-9715

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 / IBC: R-2

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

Existing Building		
Total	Approx. 70,275	sf

The existing building is proposed to remain as a part of this project with an approximate 250 SF egress addition of the first floor.

5. Elevation of all structures

The existing 6-story structure's height will not change as a result of this project. This height is below the allowable 210 feet within the B-3 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 southeast of the existing building on same side of Forest Avenue 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 existing water service connection to the existing 12" water main within Forest Avenue is expected to remain as part of this project.

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

Access to the structure is provided directly on Forest Avenue. Additionally, the site is accessible from Deland Court and Oak Street.

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:

- Forest Avenue: 66 feet
- Cumberland Avenue: 66 feet
- Oak Street: 43 feet
- Deland Court: 15 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: The existing access to the site will remain the same as a result of this project.



3.4.2 Where possible, developments shall provide access for Fire Department vehicles to at least two sides of all structures. Access may be from streets, access roads, emergency access lanes, or parking areas.

Response: The existing access to the site will remain the same as a result of this project.

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 Forest Avenue.

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 sites address is 45 Forest Avenue

Thank you for your review. Please let me know if you have any additional questions or comments.
Sincerely,



Peter Heil, P.E.
Project Manager
Acorn Engineering, Inc.



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: 4/15/21

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

Site Address: 45 Forest Avenue Portland ME

Chart Block Lot Number: 38-A-1

Proposed Use: Micro-apartments, lobby, lounge, & fitness area

Previous Use: Abandoned commercial-use

Existing Sanitary Flows: 1,800 GPD

Existing Process Flows: GPD

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

Ex. sewer lateral to remain to outlet into municipal
system

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: Redfern Properties, LLC

Owner/Developer Address: PO Box 8816, Portland, ME 04104

Phone: 207.776.9715 Fax: E-mail: Jonathan@redfernproperties.com

Engineering Consultant Name: Acorn Engineering, Inc.

Engineering Consultant Address: 65 Hanover St., Portland, ME 04101

Phone: 207.775.2655 Fax: E-mail: Pheil@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: 8,670 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: _____

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

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

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: _____

0 GPD

Do you currently hold Federal or State discharge permits? _____

Yes _____ No ☒

Is the process wastewater termed categorical under CFR 40? _____

Yes _____ No ☒

OSHA Standard Industrial Code (SIC): _____

(<http://www.osha.gov/oshstats/sicser.html>)

Peaking Factor/Peak Process Times: _____

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.

M. Calculation of Wastewater Flowrate for 45 Forest Ave Redevelopment

The project proposes to convert the existing abandoned commercial use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants. 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			
Place of Employment (no showers)	Assume 150 Employees	12 GPD/ Employee	1,800 GPD
Total Gallons per Day (Existing)			1,800
Proposed Flow			
Apartments	81 Units	120 GPD/ Unit	9,720 GPD
Fitness Area	1,500 SF	50 GPD per 100 SF	750 GPD
Total Gallons per Day (Proposed)			10,470
Net Change			+8,670 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 8,670 gallons. Please see attached for the formal application template.



N. Lighting

Existing Lighting to remain, additional lighting will be added at entrances. All additional lighting will be down shaded and dark sky compliant. Please refer to the attached photometric plan and lighting cut sheets.





Calculation Summary			
Label	Avg	Max	Min
front walk area	1.05	14.6	0.0
SITE	0.58	3.2	0.0

Luminaire Schedule (note fixture catalogue numbers are not complete)					
Type	Qty	Lum. Lumens	LLF	Lum. Watts	Description
C1	2	2364	0.900	16.85	SRT1-15-3K7-5C-UNV
C2	1	1474	0.880	18.6	LTR-4RD-H-SL15L-DM1 LTR-4RD-T-SL30K8XWS
W1	3	1477	0.900	13.9	TRP1-12L15-3K7-3
W2	3	1471	0.900	13.9	TRP1-12L15-3K7-4

**45 FOREST AVE
PORTLAND, ME
SITE LIGHTING LAYOUT**

GENERATED FOR:

ACORN ENGINEERING

SCALE NOT TO SCALE



NOTICE: THIS DRAWING IS THE EXCLUSIVE PROPERTY OF SWANEY LIGHTING ASSOCIATES. ITS ACCEPTANCE CONSTITUTES AN AGREEMENT THAT THE DRAWING WILL BE TREATED AS A CONFIDENTIAL DOCUMENT. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED, OR ANY INFORMATION CONCERNING THE OPERATION OF UNITS INDICATED. THIS DRAWING IS TO BE RETURNED UPON REQUEST AND IS NOT TO BE COMMUNICATED, DISCLOSED OR COPIED, EXCEPT AS EXPRESSLY AUTHORIZED BY SWANEY LIGHTING ASSOCIATES. THE BEST UTILIZATION OF LIGHTING FIXTURES INDICATED IN THIS DRAWING IS PROVIDED USING FIXTURE PHOTOMETRICS FURNISHED BY THE MANUFACTURER. ANY VARIATION IN FIXTURE PERFORMANCE FROM THE PERFORMANCE SHOWN IN FILES IS NOT THE RESPONSIBILITY OF THE MANUFACTURER. IT'S USE FOR ANY OTHER PURPOSE IS NOT AUTHORIZED BY SWANEY LIGHTING ASSOCIATES.

FEATURES

- 4" architectural LED downlight delivering 600 – 4000 lm
- Five beam distributions from 0.3 to 1.2 Spacing Criteria
- Quiet reflector appearance with superior 50° optical cutoff
- 2700K – 5000K, 80+ and 90+ CRI options
- Available for New Construction (non-IC), IC and Chicago Plenum applications
- Variety of dimming protocol options including 0–10V, DALI, DMX, Lutron Forward Phase and EcoSystem
- NX Distributed Intelligence™ wired and wireless controls capability available



RELATED PRODUCTS

Ø [LTR-4RD-RFH Retrofit](#)

Ø [LTR-4RD SpectraSync](#)

Ø [4" LITEISTRY Family](#)

Ø [LTR-4RD PowerHUBB](#)

SERVICE PROGRAMS



CONTROL TECHNOLOGY



SPECIFICATIONS

CONSTRUCTION

- Standard Non-IC. Chicago Plenum and IC options
- Painted black durable steel platform with pre-installed bar hangers
- Pre-wired junction box with snap-on covers for easy access
- Snap-in connection from driver compartment allows easy installation
- Light Engine connections use plenum rated (CMP) cable

OPTICS

- Visually pleasing 50° cutoff to source and source image
- The light distribution is free of distracting bright spots or pixelation and the perimeter has a smooth transition
- Optical grade silicone lens integral to light engine
- High purity spun aluminum reflector, self-flanged
- Flush Mount flange option with mud-in ring available
- Large selection of anodized finishes and colors
- Painted cones and flange options available

ELECTRICAL

- Chip-on-board LED with 2 SDCM
- Multiple CCTs, 80+ or 90+ CRI
- Long LED life: L90 at >55,000 hours (TM-21)
- Universal voltage 120V–277V driver, 347V optional
- UL Class 2, inherent short circuit and overload protection, RoHS compliant
- Flicker free 0-10V dimming with 1% or <1% performance
- DALI, DMX, and Lutron Forward Phase and EcoSystem options
- Integral and remote emergency controller and battery pack options available
- NX or Lutron Vive control options available
- Refer to additional spec sheets for information on [SpectraSync™ Tunable White or Dim-to-Warm](#) or [PowerHUBB™ PoE enabled](#) solutions

INSTALLATION

- Accommodates ceiling thickness up to 2"
- Universal adjustable mounting brackets also accept 0.5" EMT conduit or 1.5" or 0.75" lathing channel (by others) or Prescolite accessory bar hangers (B24 or B6)
- Light Engine/Driver fully serviceable from above or below the ceiling

CERTIFICATIONS

- cCSAus certified to UL 1598
- **Suitable for wet locations, covered ceiling, EM/ EMR: Suitable for damp locations.**
- EM/EMR: Certified under UL 924 standard for emergency lighting and power equipment
- Approved for 8 (4 in/4 out) No. 12AWG conductors rated for 90°C through wiring
- ENERGY STAR® certified models available (See list and additional information on page 7)
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction. Materials under Trade Agreements effective 6/6/2020. See [Buy American Solutions](#).

WARRANTY

- 5 year warranty
- See [HLI Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	600-4000
Wattage Range	8-52
Efficacy Range (LPW)	90-99*
Reported Life (Hours)	L90 / >55,000
Input Current (mA)	65-433 (120V)

*Based on Specular, 35K, 80 CRI



LTR-4RD

LITEISTRY 4" ROUND DOWNLIGHT

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

ORDERING GUIDE

Example: LTR-4RD-H-SL10L-DM1-LTR-4RD-T-SL35K8MD-S

CATALOG #

HOUSING

LTR-4RD-H	Aperture/Shape/Function	Lumen Package	Lumen Output	Driver Options	Control Options	Voltage	Housing Options
LTR-4RD-H	4" Round Downlight New Construction Housing	SL Standard Lumen	06L 600 10L 1000 15L 1500	DM1 0-10V Dimming to 1% DM01 0-10V Dimming to < 1% DMX DMX with RDM dimming to < 0.1% ² DALI DALI Dimming to 1% 2DM Lutron Hi-Lume 2-wire Dimming to 1% (120V Forward Phase only) ² EDM Lutron Hi-Lume EcoSystem Dimming to 1% ²	NXE NX Enabled, Dual SmartPorts ³ NXWE NX Wireless Enabled ³ NXWD NX Wireless Enabled, Dual SmartPorts ³ LV Lutron Vive Enabled, 0-10V (requires 0-10V driver) LVE Lutron Vive Enabled, EcoSystem, (requires EDM)	Standard 120-277V 34 347V ⁶	CP Chicago Plenum ^{7,9} IC IC rated ^{8,9} EM Emergency Battery Pack with integral test switch and indicator light ⁹ EMR Emergency Battery Pack with remote test switch and indicator light ⁹ DTS Device Transfer Switch with Dimming Bypass ^{9,11} GTD Generator Transfer Device ⁹ F Fuse
LTR-4RD-T	4" Round Downlight Light Engine/Trim Assembly	ML Medium Lumen	20L 2000 25L 2500 30L 3000				
		HL High Lumen	35L 3500 40L 4000				

TRIM

LTR-4RD-T	Aperture/Shape/Function	Lumen Package	CCT	CRI	Distribution
LTR-4RD-T	4" Round Downlight Light Engine/Trim Assembly	SL Standard Lumen	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K ¹	8 80+CRI 9 90+CRI	VNR Very Narrow (0.3 SC/20°) ¹³ NR Narrow (0.4 SC/29°) MD Medium (0.7 SC/44°) WD Wide (0.9 SC/61°) XW Extra Wide (1.2 SC/78°)
		ML Medium Lumen			
		HL High Lumen			

TRIM CONTINUED

Reflector Finish	Reflector Color	Flange Color Options	Lower Trim Options	Reflector Options
Finish not applicable with painted reflectors (WC or BC)	Standard Clear	Standard matches reflector color	EM Pre-punched reflector for EM integral test switch and indicator	AM Antimicrobial Coating ⁵
S Specular	CG Champagne Gold	WT White Flange ⁴	FM Flush Mount Mud-in Ring ¹⁰	
SS Semi-Specular	BL Black	BT Black Flange ⁴	WF Wide Flange	
MFC American Matte™	LW Light Wheat			
VS Softglow®	PW Pewter			
VSS SoftSheen™	WC Painted White Cone and Flange			
	BC Painted Black Cone and Flange			

Accessories	
☐ B24	Set of two (2) 24" bar hangers for T-bar ceilings
☐ B6	Set of two bar hangers for ceiling joist up to 24" centers
☐ FMR4-R	Flush Mount Mud-In Ring Accessory, 4" Round
☐ LiteGear	LiteGear® Inverter, 125VA-250VA
☐ LPS Series	LightPower Micro-Inverter, 20VA-55VA
☐ MOR4-R-WH	Metal Oversized Ring, 4" Round, White (8.25" outside diameter)
☐ MOR4-R-BL	Metal Oversized Ring, 4" Round, Black (8.25" outside diameter)
☐ LTR-SCA4-___	Sloped Ceiling Adapter, 4", White ¹²

Notes:

- 5000K available in 80+ CRI only.
- 2DM, EDM, DMX available in 10L-35L.
- NX requires DM1 driver option.
- WT not needed for WC, BT not needed for BC.
- AM available with WC or Specular Clear (S or SWT). Consult factory for other colors.
- 347V requires DM1 driver option; not available in 06L or with Controls F, DTS, GTD, EM, EMR.
- CP available up to 20L; not available with DMX, Controls, or EMR options.
- IC available up to 20L; not available with Controls options.
- Housing options (except Fuse) not available in combination.
- Flush Mount Flange (FM) requires FMR accessory (sold separately).
- DTS available with DM1, DM01, DALI, or EDM; not available with LVE.
- Specify slope angle 5°-35° in 5° increments. Not available with EM, WF, or FM options.
- VNR available up to 30L.



LTR-4RD

LITEISTRY 4" ROUND DOWNLIGHT

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

CONTROLS

NX Distributed Intelligence™ Lighting Controls:

Supports applications in a variety of deployment options- wired, wireless, hybrid. Integrates with and enables a wide array of luminaires including those with SpectraSync™ Color Tuning Technology.



NX INTEGRATED CONTROLS REFERENCE								
NX Option	Sensor	Networkable	Scheduling	Occupancy	Daylight Harvesting	0-10V Dimming	On/off Control	Bluetooth® App Programming
NX Networked – Wired								
NXE	N/A	Yes	Yes	No	No	Yes	Yes	Requires NXBTC/R ¹
NX Networked – Wireless								
NXWE ²	N/A	Yes	Yes	No	No	Yes	Yes	No ³
NX Networked – Wired/Wireless								
NXWD	N/A	Yes	Yes	No	No	Yes	Yes	Requires NXBTC/R ^{1,3}

- 1 NXBTC/R needs to be plugged into an available NX SmartPort™ on the fixture network
- 2 Programming via App requires factory assistance
- 3 To program NXWE option, need to consult factory. If connected to an area controller, programming can be done from that





LTR-4RD

LITEISTRY 4" ROUND DOWNLIGHT

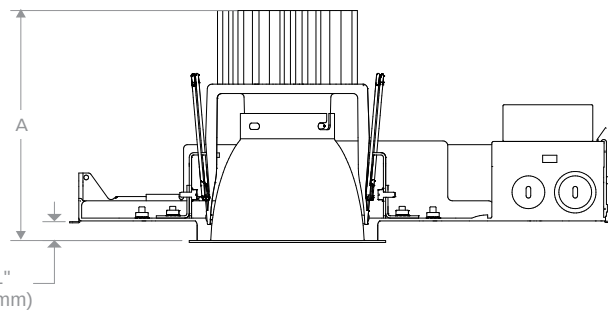
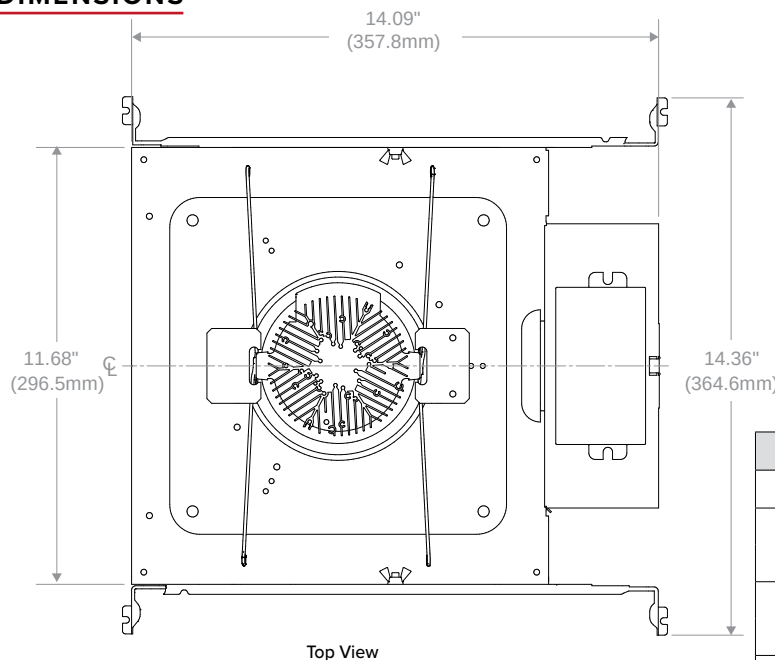
DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

PERFORMANCE DATA TABLE

Performance data provided below is for 3500K, 80 CRI with Specular Clear reflector finish/color

Lumen Package	Nominal Lumens	Distribution	"Delivered Lumens"	Watts	LPW
06L	600	Very Narrow	691	7.6	91
		Narrow	785	7.8	101
		Medium	726	7.8	93
		Wide	664	7.8	85
		Extra Wide	644	7.8	83
10L	1000	Very Narrow	1132	11.8	96
		Narrow	1255	12.0	105
		Medium	1160	12.0	97
		Wide	1062	12.0	89
		Extra Wide	1030	12.0	86
15L	1500	Very Narrow	1623	17.2	94
		Narrow	1795	18.6	97
		Medium	1660	18.6	89
		Wide	1519	18.6	82
		Extra Wide	1474	18.6	79
20L	2000	Very Narrow	2032	22.4	91
		Narrow	2238	22.5	99
		Medium	2152	22.5	96
		Wide	2059	22.5	92
		Extra Wide	2028	22.5	90
25L	2500	Very Narrow	2447	28.6	86
		Narrow	2985	27.8	107
		Medium	2760	27.8	99
		Wide	2526	27.8	91
		Extra Wide	2451	27.8	88
30L	3000	Very Narrow	2855	35.9	80
		Narrow	3583	34.6	104
		Medium	3313	34.6	96
		Wide	3032	34.6	88
		Extra Wide	2941	34.6	85
35L	3500	Narrow	4280	42.9	100
		Medium	3957	42.9	92
		Wide	3622	42.9	84
		Extra Wide	3514	42.9	82
40L	4000	Narrow	4885	51.5	95
		Medium	4517	51.5	88
		Wide	4134	51.5	80
		Extra Wide	4011	51.5	78

DIMENSIONS

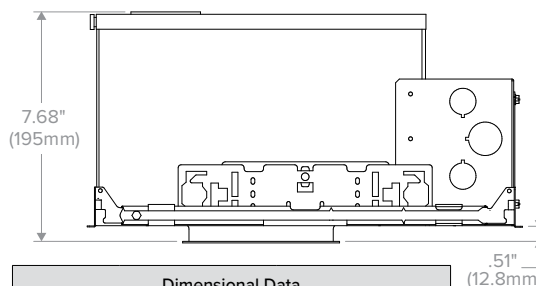
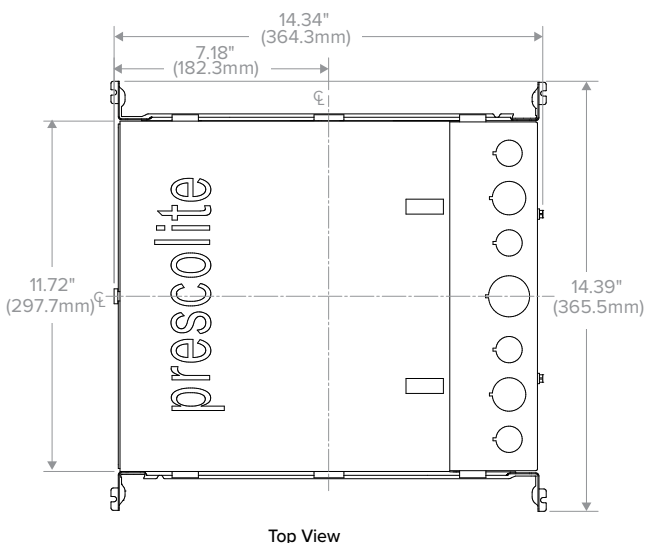


Dimensional Data		
Aperture		4.00" (101.6mm)
Flange:	Standard	5.25" (133.4mm)
	Flush Mount	4.50" (114.3mm)
Ceiling Cutout:	Standard	5.00" (127.0mm)
	Flush Mount	5.12" (130.0mm)
Ceiling Thickness:	Standard or w/ SCA 5-20° slope	0.50" to 2.00" (12.7mm to 50.8mm)
	With SCA 25-35° slope	0.50" to 1.75" (12.7mm to 44.6mm)

Lumen Package	"A"
06L-15L	4.97" (126.2mm)
20L-30L	6.15" (156.2mm)
35L-40L	7.33" (186.2mm)

SCA Sloped Ceiling Adapter accessory available, see [LTR-SCA specification sheet](#) and [installation instructions](#) for dimensional data and other details.

LTR-4RD-H New Construction



Dimensional Data		
Aperture		4.00" (101.6mm)
Flange:	Standard	5.25" (133.4mm)
	Flush Mount	4.50" (114.3mm)
Ceiling Cutout:	Standard	5.00" (127.0mm)
	Flush Mount	5.12" (130.0mm)
Ceiling Thickness:	Standard or w/ SCA 5-20° slope	0.50" to 2.00" (12.7mm to 50.8mm)
	With SCA 25-35° slope	0.50" to 1.75" (12.7mm to 44.6mm)

SCA Sloped Ceiling Adapter accessory available, see [LTR-SCA specification sheet](#) and [installation instructions](#) for dimensional data and other details.

LTR-4RD-H IC/CP

PHOTOMETRY

LTR-4RD-H-ML20L-DM1 / LTR-4RD-T-ML35K8VNR-S

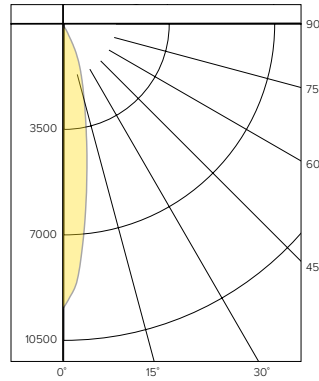
LUMINAIRE DATA

Test No.	20.01331
Description	2000 lm, Very Narrow, 3500K, 80 CRI
Delivered Lumens	2032
Watts	22.4W
Efficacy	91
Mounting	Recessed
Spacing Criterion	0.3
Beam Angle (FWHM)	20

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	2011	99.0
0-60	2032	100.0
0-90	2032	100.0
0-180	2032	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	9388
5	7360
15	2780
25	1073
35	198
45	20
55	0
65	0
75	0
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	3489
55°	0
65°	0
75°	0
85°	0

*Candela/Square Meter

LTR-4RD-H-ML20L-DM1 / LTR-4RD-T-ML35K8NR-S

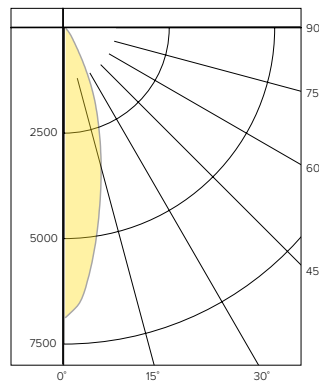
LUMINAIRE DATA

Test No.	19.00532
Description	2000 lm, Narrow, 3500K, 80 CRI
Delivered Lumens	2238
Watts	22.5W
Efficacy	99.3
Mounting	Recessed
Spacing Criterion	0.4
Beam Angle (FWHM)	29

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	2208	98.6
0-60	2237	99.9
0-90	2238	100.0
0-180	2238	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	6877
5	6035
15	3284
25	1313
35	260
45	26
55	3
65	1
75	0
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	4535
55°	645
65°	292
75°	0
85°	0

*Candela/Square Meter

LTR-4RD-H-ML20L-DM1 / LTR-4RD-T-ML35K8MD-S

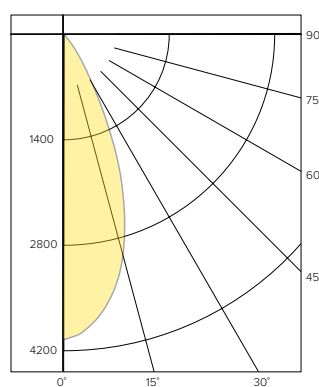
LUMINAIRE DATA

Test No.	19.00533
Description	2000 lm, Medium, 3500K, 80 CRI
Delivered Lumens	2152
Watts	22.5W
Efficacy	95.6
Mounting	Recessed
Spacing Criterion	0.7
Beam Angle (FWHM)	44

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	2113	98.2
0-60	2151	99.9
0-90	2152	100.0
0-180	2152	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	4053
5	3893
15	3037
25	1493
35	366
45	34
55	3
65	1
75	0
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	5931
55°	645
65°	292
75°	0
85°	0

*Candela/Square Meter

PHOTOMETRY CONTINUED

LTR-4RD-H-ML20L-DM1 / LTR-4RD-T-ML35K8WD-S

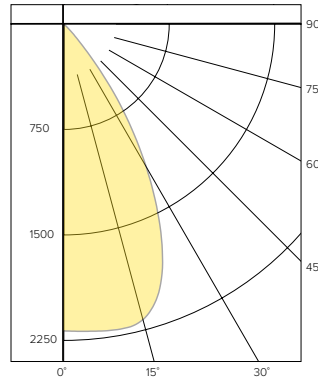
LUMINAIRE DATA

Test No.	19.00534
Description	2000 lm, Wide, 3500K, 80 CRI
Delivered Lumens	2059
Watts	22.5W
Efficacy	91.6
Mounting	Recessed
Spacing Criterion	0.9
Beam Angle (FWHM)	61

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	1983	96.3
0-60	2056	99.8
0-90	2059	100.0
0-180	2059	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	2201
5	2210
15	2051
25	1504
35	692
45	169
55	10
65	3
75	1
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	11338
55°	1075
65°	584
75°	477
85°	0

*Candela/Square Meter

LTR-4RD-H-ML20L-DM1 / LTR-4RD-T-ML35K8XW-S

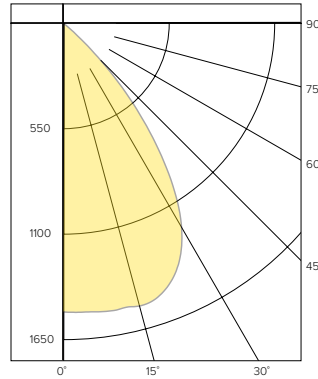
LUMINAIRE DATA

Test No.	19.00535
Description	2000 lm, Extra Wide, 3500K, 80 CRI
Delivered Lumens	2028
Watts	22.5W
Efficacy	90.2
Mounting	Recessed
Spacing Criterion	1.2
Beam Angle (FWHM)	78

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	1794	88.5
0-60	2025	99.8
0-90	2028	100.0
0-180	2028	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	1235
5	1252
15	1392
25	1454
35	1010
45	256
55	6
65	2
75	1
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	44656
55°	1290
65°	584
75°	231
85°	477

*Candela/Square Meter

LUMEN MULTIPLIER

Option	27K8	30K8	35K8	40K8	50K8	27K9	30K9	35K9	40K9
Multiplier	0.94	0.98	1.00	1.01	1.02	0.81	0.84	0.85	0.85

Photometrics are published below at a nominal 3500 Kelvin, 80+ CRI. This table may be used to approximate the lumen values at different Kelvin temperatures. Power consumption would stay the same.

REFLECTOR FINISH MULTIPLIER (Based on Clear (Standard) Color)

Option	Specular (S)	Semi-Specular (SS)	American Matte (MFC)	Softglow (VS)	Softsheen (VSS)
Multiplier	1	1	0.984	0.888	0.938

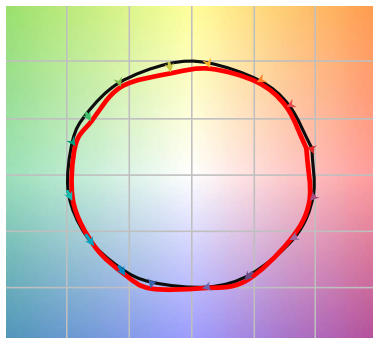
REFLECTOR COLOR MULTIPLIER (Based on Semi-Specular (SS) Finish)

Option	Clear (Standard)	Champagne Gold (CG)	Black (BL)	Light Wheat (LW)	Pewter (PW)	White Cone (WC)	Black Cone (BC)
Multiplier	1	0.974	0.444	0.861	0.915	0.984	0.442

Multiply FINISH x COLOR to calculate other reflector finish and color combinations. Example: SoftGlow Pewter (VSPW) = 0.888 (VS) x 0.915 (PW) = 0.813

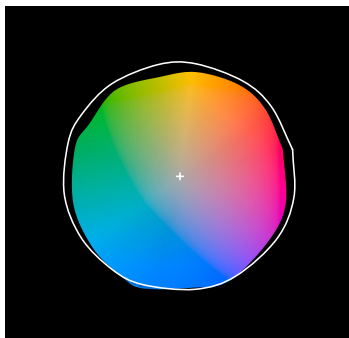
TM-30 DATA

COLOR VECTOR GRAPHIC
3500K, 90 CRI



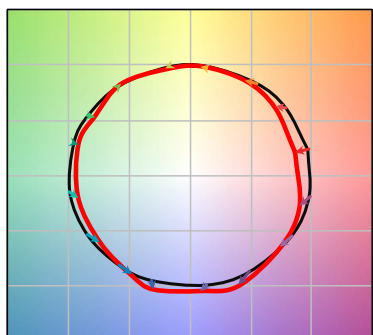
— Reference Illuminant — Test Source

COLOR DISTORTION GRAPHIC
3500K, 90 CRI



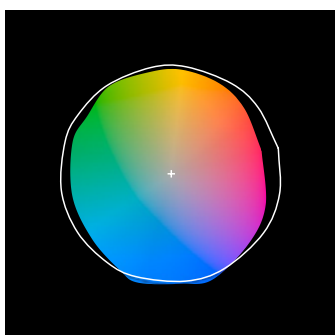
TEST RESULTS - 3500K		
Value	80+ CRI	90+ CRI
R_t	84	88
R_g	95	95
CCT (K)	3411	3419
D_{uv}	0.0015	0.0042
x	0.4120	0.4147
y	0.3974	0.4052
CIE R_a	84	93
CIE R_g	11	62

COLOR VECTOR GRAPHIC
3500K, 80 CRI



— Reference Illuminant — Test Source

COLOR DISTORTION GRAPHIC
3500K, 80 CRI





LTR-4RD

LITEISTRY 4" ROUND DOWNLIGHT

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

ELECTRICAL DATA

DRIVER DATA		
Input Voltage	120-277 V	347 V
Input Frequency	50/60 Hz	50/60 Hz
Power Factor	≥0.90	≥0.90
THD	<20%	<20%
EMI Filtering (FCC 47 CFR Part 15)	Class A	Class A

* Values for DM1 option shown, values for other dimming options may vary.

WATTAGE DATA		
Lumen Output	Nominal Lumens	Wattage
06L	600	8
10L	1000	12
15L	1500	19
20L	2000	23
25L	2500	28
30L	3000	35
35L	3500	43
40L	4000	52

* Wattage may vary based on configuration and options selected

ADDITIONAL INFORMATION

DIMMING COMPATIBILITY CHART		
Dimming Driver	Manufacturer	Web Link
DM1/DM01	Lutron DTVT	http://bit.ly/1iSvZg
DM1	Leviton AWRMG-7xx, AWSMG-7xx, AWSMT-7xx	http://bit.ly/1BjN2R9
EDM	Lutron	http://bit.ly/1vtjHAI
2DM	Lutron	http://bit.ly/1S4WjXK

DMX

See instruction sheet on www.prescolite.com for connection & installation information.

Central Inverters

For full fixture output in back-up mode, we recommend you visit www.dual-lite.com for your Central Lighting Inverter options. Please contact your local Hubbell representative for any assistance with proper sizing and loading of your inverter selection. Central lighting inverters must be ordered separately.

LiteGear: www.dual-lite.com/products/litegear_lg_series

LPS Series: www.dual-lite.com/products/lps

ENERGY STAR®

For a list of certified models, click on the ENERGY STAR® MODELS link or visit www.energystar.gov.

SRT1 EDGE-LIT

CEILING/SURFACE/GARAGE

FEATURES

- For ceiling mount and parking garage applications from an 8–15 foot mounting height
- Edge-lit flat lens for optimal visual comfort and uniformity across the lens
- Two optical distributions specifically design for parking garage and canopy applications are available making the Beacon Edge-Lit luminaire both versatile and functional
- UL/cUL listed for wet locations, IP65 and 3G vibration rated
- Occupancy sensor available for complete on/off and dimming operation



See Certification Specifications

SPECIFICATIONS

HOUSING

- Die-cast aluminum housing ensures long electrical component life and luminaire performance
- Corrosion resistant powder coat finish both protects and provides architectural appearance
- One piece molded silicone gasket ensures weather proof seal
- Thermally isolated driver mounted to dedicated bracket reduces operating temperatures and increases driver life and reliability

OPTICS

- Edge-lit acrylic light guide provides blended non-pixelated light for unprecedented visual comfort
- Choice of multiple light outputs with lumen range of 2000–6000
- Two distribution types: Type 5 Square Wide, Type 5 Concentrated
- Wide variety of CCT's and CRI's offered: 3000K (70CRI), 3000K (80CRI), 3500K (80CRI), 4000K (70CRI), 4000K (80CRI) or 5000K (70 CRI) CCT

ELECTRICAL

- 120V–277V 50/60Hz available
- 0–10V dimming drivers are RoHS compliant
- Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 24" standard

INSTALLATION

- Standard quick mount plate over standard 4" junction box or octagonal junction box and allows for simplified fixture installation
- Standard luminaire accepts a rigid or 3/4" NPT stem for pendant mounting via wet location j-box (by others)
- Optional bird deterrent shroud available for field installation

OPTIONS/CONTROLS

- Standalone occupancy sensor available for on/off or dimming operation
- Uplight option provides approximately 800 lumens and consumes only 8 additional watts
- Vandal resistant wire guard available as an option for factory installation or as an accessory for field installation
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application



RELATED PRODUCTS

- [Drive Edge-Lit SRT2](#)
[Orbeon](#)
[Viper Small](#)

CERTIFICATIONS

- Listed to UL1598 for use in wet location, listed for -40°C to 40°C applications
- IDA approved with zero uplift for 3000K and warmer CCTs
- DLC® (DesignLights Consortium) Qualified. Please refer to the DLC website for specific product qualifications at www.designlights.org
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 04/23/2020. See Buy American Solutions
- IP65

WARRANTY

- 5 year warranty
- See [HLI Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	2000–6800
Wattage Range	15–55W
Efficacy Range (LPW)	99–118
Reported Life (Hours)	50K
Weight lbs. (kg)	8 (3.6)

SRT1 EDGE-LIT

CEILING/SURFACE/GARAGE

ORDERING GUIDE

Example: SRT1-35-3K7-5QW-UNV-BLT-WG

CATALOG #

Series	Engine	CCT	Distribution	Voltage	Color/Finish	Options
SRT1 Edge-Lit Parking Garage Size 1	15 15W Nominal 2000 lm	3K7 3000K, 70 CRI	5QW Type 5 Square Wide	UNV 120V- 277V	BLT Black Matte Textured	WG Wire Guard
	20 20W Nominal 2500 lm	3K8 3000K, 80 CRI	5C Type 5 Concentrated	120 120V	BLS Black Gloss Smooth	UD Uplight Module ³
	35 35W Nominal 4500 lm	35K8 3500K, 80 CRI		208 208V	DBT Dark Bronze Matte	F Single Fuse (120, 277) ¹
	55 55W Nominal 6500 lm	4K7 4000K, 70 CRI		240 240V	DBS Dark Bronze Gloss Smooth	LD3 36" Lead Length ²
		4K8 4000K, 80 CRI		277 277V	GTT Graphite Matte Textured	LD6 72" Lead Length ²
		5K7 5000K, 70 CRI			LGS Light Grey Gloss Smooth	LD9 108" Lead Length ²
					PSS Platinum Silver Smooth	SP10K 10kA Surge Protection ³
					WHT White Matte Textured	LMB Less Mounting Bracket
					WHS White Gloss Smooth	
					VG Verde Green Textured	
					Color Option	
					CC Custom Colors	

Control Options	
NX Standalone	
NXOS12F	NX Distributed Intelligence™, PIR Occ. Sensor, Dimming Daylight Harvesting, up to 12' MH
Sensor Controls	
SCP-8F	Remote control programmable line voltage sensor (8-12' recommended mounting height) ⁴
SCP-20F	Remote control programmable line voltage sensor (12-20' recommended mounting height) ⁴

Accessories (Order Separately)	
☒	SRT1-WG Wire Guard
☒	SRT-MB Mounting bracket for pre-installation
☒	SRT1-BS-XXX Bird deterrent shroud for SRT1 version, not available with uplight
☒	SCP-REMOTE Remote control for SCP option; order at least on per project to program and control

- Notes:
- 1 Must specify voltage
 - 2 Standard wire lead length 24"
 - 3 SP10K or NXOS12F not available with uplight (UD)
 - 4 120V or 277V only

PERFORMANCE DATA

Nominal Watts	Nominal Lumens	Distribution	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
15	2500	5C	2470	146.61	1	0	1	2459	145.91	1	0	1	2364	140.30	1	0	1
		5QW	2378	141.15	1	0	1	2367	140.48	1	0	1	2276	135.07	1	0	1
20	3000	5C	3093	136.86	1	0	1	3078	136.21	1	0	1	2960	130.97	1	0	1
		5QW	2974	131.60	1	0	1	2960	130.97	1	0	1	2846	125.93	1	0	1
35	4500	5C	4757	131.05	2	0	1	4734	130.42	2	0	1	4552	125.41	2	0	1
		5QW	4574	126.01	2	0	1	4552	125.41	2	0	1	4377	120.58	2	0	1
55	6500	5C	6814	127.13	2	0	1	6782	126.52	2	0	1	6521	121.66	2	0	1
		5QW	6552	122.24	3	0	1	6521	121.66	3	0	1	6270	116.98	3	0	1

ELECTRICAL DATA

Nominal Watts	System Watts	Line Voltage		AMPS AC				Dimming Range	Absolute Voltage Range on 0-10V (+)	
		VAC	HZ	120	208	240	277		VAC	HZ
15	16.9	120-277	50/60	0.14	0.08	0.07	0.06	10% to 100%	0V	10V
20	21.6	120-277	50/60	0.18	0.10	0.09	0.08	10% to 100%	0V	10V
35	34.6	120-277	50/60	0.29	0.17	0.14	0.12	10% to 100%	0V	10V
55	54.9	120-277	50/60	0.46	0.26	0.23	0.20	10% to 100%	0V	10V

SRT1 EDGE-LIT

CEILING/SURFACE/GARAGE

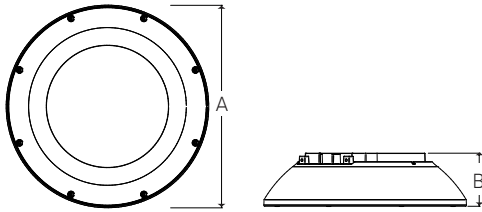
PROJECTED LUMEN MAINTENANCE

Ambient Temp.	0	25,000	*TM-21-11 36,000	50,000	100,000	Calculated L ₇₀ (Hours)
25°C / 77°F	1.00	0.98	0.96	0.95	0.89	278,000
40°C / 104°F	0.99	0.98	0.96	0.94	0.88	264,000

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

Ambient Temperature		Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98
50°C	122°F	0.97

DIMENSIONS



A	B	Weight
12" (304mm)	3.1" (78mm)	8lbs (3.6kg)

ADDITIONAL INFORMATION

FINISH OPTIONS



DB Dark Bronze Textured



BL Black Textured



PS Platinum Silver Smooth



GYS Gray Smooth



WH White Textured



GT Graphite Textured



Wire Guard

An optional wire guard can be specified at the factory or as an accessory for field installation.



Bird Deterrent

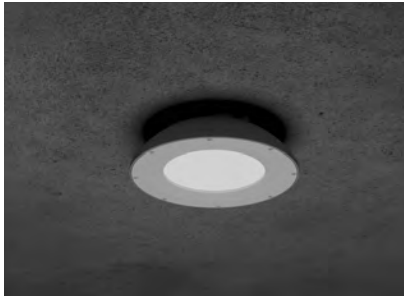
An optional bird shroud deterrent can be specified at the factory or as an accessory for field installation.

SRT1 EDGE-LIT

CEILING/SURFACE/GARAGE

ADDITIONAL INFORMATION (CONT'D)

MOUNTING



Surface Mount

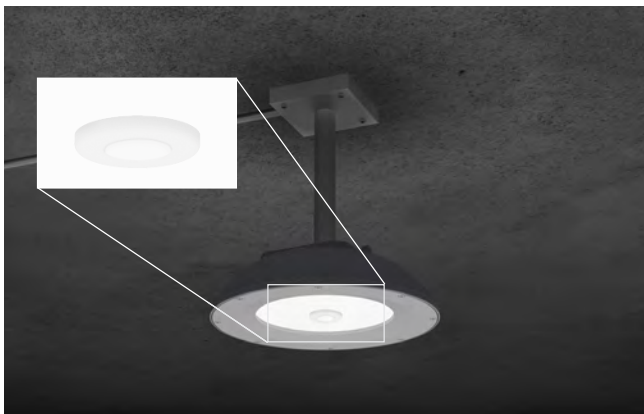
Mounting plate with "quick mount" hanger for one person simple installation.



Pendant Mount

Standard 3/4" threaded entry for pendant applications.

CONTROLS



Standalone Controls

Optional passive infrared sensors are available for basic occupancy and daylight sensing. Programmable via remote or Bluetooth® phone app.

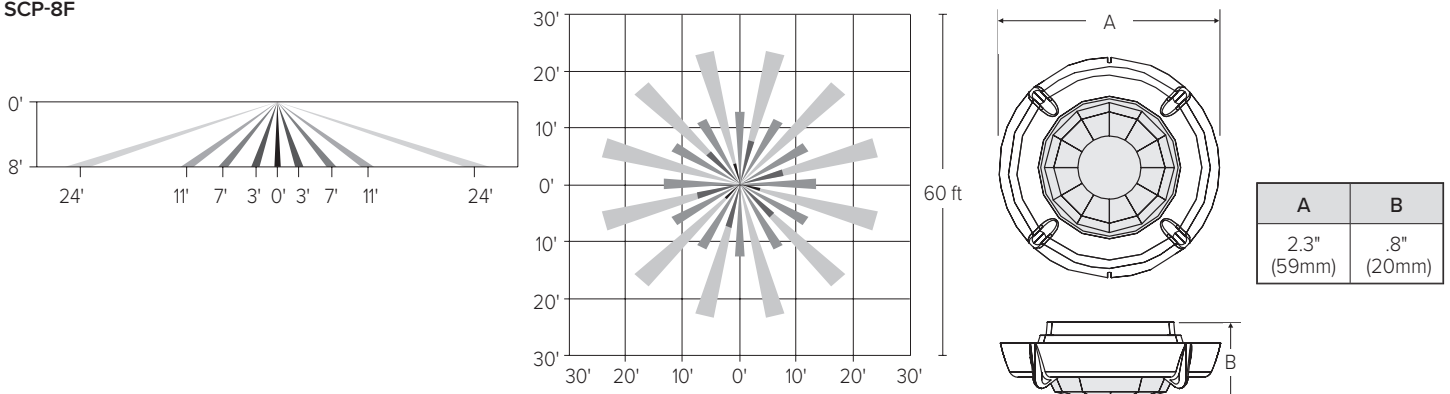


Uplight

Optional uplight module provides 800 lumens of indirect illumination for improved visual quality while eliminating cave effect.



SCP-8F



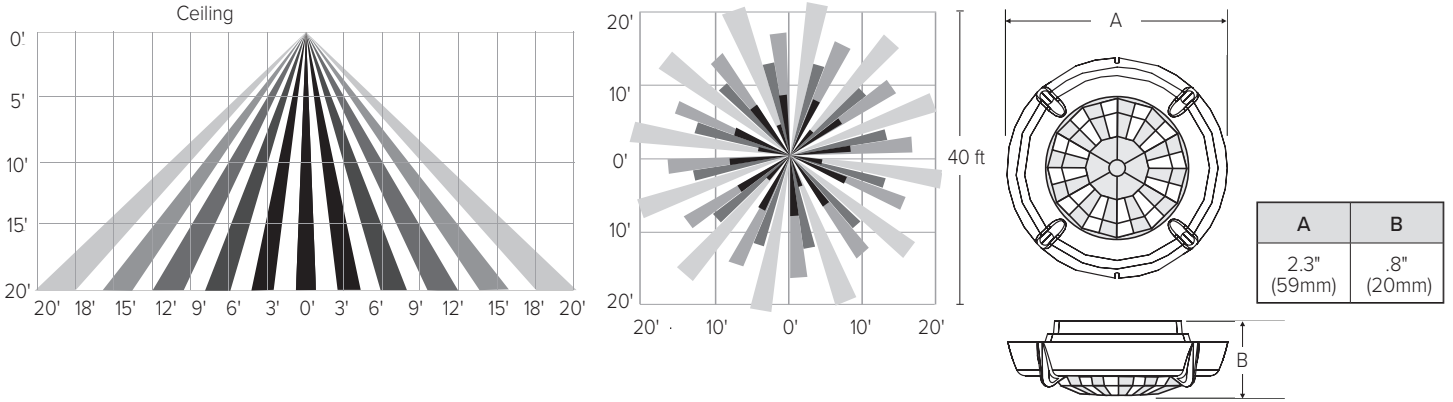
SRT1 EDGE-LIT

CEILING/SURFACE/GARAGE

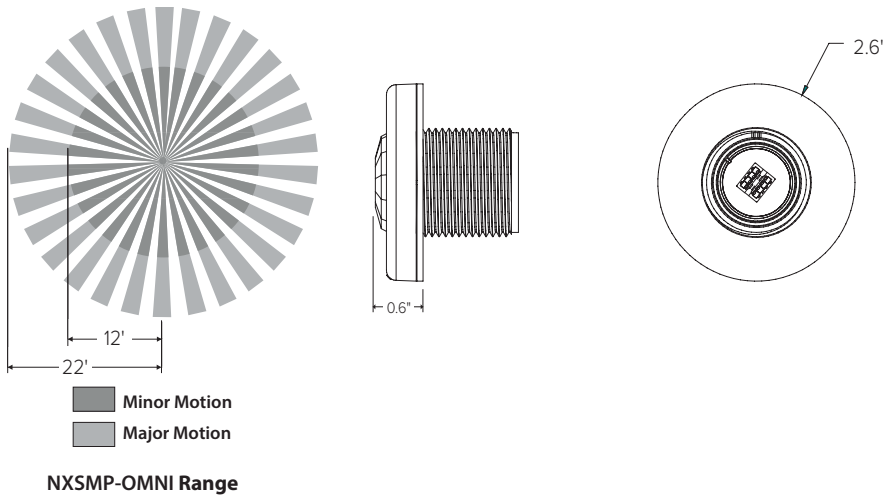
ADDITIONAL INFORMATION (CONT'D)

CONTROLS (CONT'D)

SCP-20F



NXOS12F



USE OF TRADEMARKS AND TRADE NAMES

All product and company names, logos and product identifies are trademarks ™ or registered trademarks ® of Hubbell Lighting, Inc. or their respective owners. Use of them does not necessarily imply any affiliation with or endorsement by such respective owners.

O. Architectural Design Narrative

Please find attached the design narrative completed by Ryan Senatore Architecture.



April 12, 2021

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

Re: 45 Forest Avenue - Design Narrative

We are pleased to submit the design proposal for the renovations to 45 Forest Avenue. The existing structure is a high quality design and material use example. The project will utilize the National Park Service's Historic Tax credit program and adhere to their design standards. The changes to the Forest Avenue facade are very minimal, we are proposing to add a small entry addition on the rear of the building in the alleyway which will not be visible from any street.

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

P. Utilities

The proposed project anticipates utilizing the existing utilities to the existing structure.

Water:

The existing service to the existing building is located from the main within Forest Avenue and is anticipated to remain and be utilized as the domestic water line. In addition, a 6" fire suppression line is proposed.

Sewer:

The existing sewer lateral to the existing building appears to connect within Deland Court. The size of the existing service is currently unknown.

Stormwater:

There are currently two drainage grates on site. Sizes of the existing storm drains are unknown at this time and they appear to outlet into the municipal system within Oak Street.

UGE/T/C:

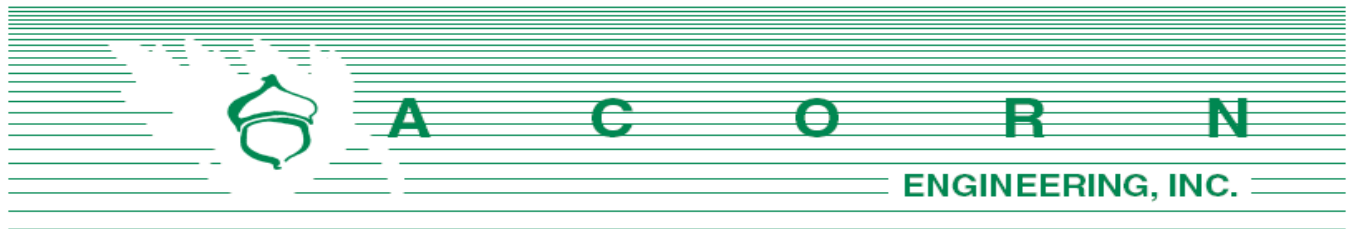
It's assumed that the existing building is currently serviced by the underground electric main within Forest Avenue.

Gas:

There is currently a 6" plastic gas service tapped from the 6" gas main within Forest Avenue that services the existing site.

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





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

July 15, 2021

Subject: 45 Forest Avenue Redevelopment
Re: Ability to Serve

Mr. Pelletier:

On behalf of Redfern Properties LLC, we are pleased to submit the following request for Charter Communication's ability to serve at a proposed project at 45 Forest Avenue in Portland. The project proposes to convert the existing abandoned commercial-use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

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

1. Additional information, such as utility mapping within Forest Avenue, Cumberland Avenue & Oak Street.
2. Easements for 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 a Boundary & Existing Conditions Survey created by Northern Survey Engineering LLC, to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

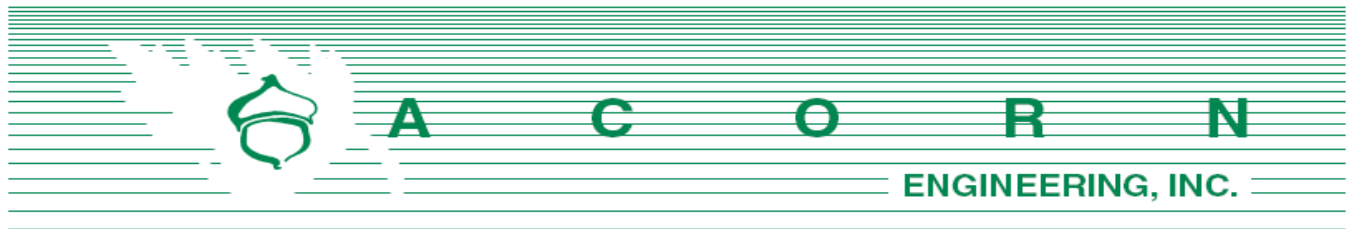
Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Heil'.

Peter Heil, PE
Project Manager
Acorn Engineering, Inc.



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



Central Maine Power Company
Attn: Mr. Jamie Cough
162 Canco Road
Portland, Maine 04103

July 15, 2021

Subject: 45 Forest Avenue Redevelopment
Re: Ability to Serve

Mr. Cough

On behalf of Redfern Properties LLC, we are pleased to submit the following request for Central Maine Power's ability to serve at a proposed project at 45 Forest Avenue in Portland. The project proposes to convert the existing abandoned commercial-use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

It is proposed to keep existing services feeding the existing building. On behalf of the client, we are requesting the following information:

1. Additional information, such as utility mapping confirming single and three-phase power locations along Forest Avenue, Cumberland Avenue & Oak Street.
2. Existing easements for underground services currently crossing the proposed development.
3. Alternative connection locations from the development to the existing system.
4. CMP's proposed infrastructure improvements within the project vicinity.
5. CMP's ability to serve the project.
6. Access requirements to the CMP meters.

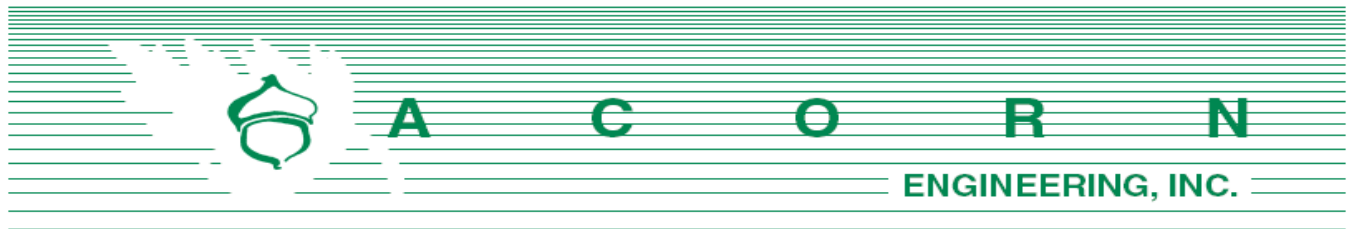
I have attached a Boundary & Existing Conditions Survey created by Northern Survey Engineering LLC, to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications. Forthcoming electrical loading computations and final metering will be performed by the project's M.E.P designer &/or architect. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Peter Heil, PE
Project Manager
Acorn Engineering, Inc.



ACORN Engineering, Inc. • www.acorn-engineering.com
207-775-2655 • PO Box 3372 • Portland • Maine • 04104



Consolidated Communications
Attn: Mr. Jay Cunha
5 Davis Farm Road
Portland, Maine 04103

July 15, 2021

Subject: 45 Forest Avenue Redevelopment
Re: Ability to Serve

Mr. Cunha:

On behalf of Redfern Properties LLC, we are pleased to submit the following request for Consolidated Communication's ability to serve at a proposed project at 45 Forest Avenue in Portland. The project proposes to convert the existing abandoned commercial-use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

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

1. Additional information, such as utility mapping within Forest Avenue, Cumberland Avenue & Oak Street.
2. Easements for 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.

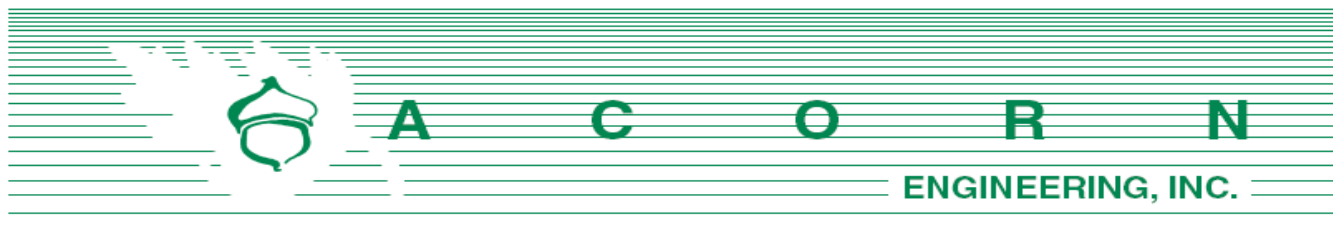
I have attached a Boundary & Existing Conditions Survey created by Northern Survey Engineering LLC, to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Peter Heil, PE
Project Manager
Acorn Engineering, Inc.



ACORN Engineering, Inc. • www.acorn-engineering.com
207-775-2655 • PO Box 3372 • Portland • Maine • 04104



Department of Public Works
 Attn: Bradley Roland
 212 Canco Road
 Portland, Maine 04103

July 15, 2021

Subject: 45 Forest Avenue Redevelopment
 Re: Ability to Serve

Mr. Roland:

On behalf of Redfern Properties LLC, we are pleased to submit the following request for the City of Portland's Department of Public Works ability to serve at a proposed project at 45 Forest Avenue in Portland. The project proposes to convert the existing abandoned commercial use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

The existing sewer service connection is anticipated to serve the project. Based upon the Section 4 of the Maine Subsurface Wastewater Disposal Rules and architectural plans to date, the project anticipates the following design flows:

Estimate of Anticipated Daily Flows			
Development	Unit Size	Gallons per Day per Unit	Total Gallons per Day (GPD)
Existing Flow			
Place of employment (no showers)	Assumed 150 employees	12 GPD/employee	1,800 GPD
Total Gallons per Day (Existing)			1,800 GPD
Proposed Flow			
Apartments	81 Units	120 GPD/ Unit	9,720 GPD
Total Gallons per Day (Proposed)			9,720 GPD
Net Change			+7,920 GPD
*Values based on Chapter 241 State of Maine: Subsurface Wastewater Disposal Rules, most recent edition			

The proposed project is anticipated to increase the net flow by approximately 7,920 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. Additionally, the number of bedrooms per unit may change later in the design process. We will provide any changes to the anticipated sewage demand.

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

1. Any additional information, such as utility mapping within Cumberland Avenue, Forest Avenue & Oak Street and confirmation of the location and size of the services to the existing property and the size and material of the main within Cumberland Avenue, Forest Avenue & Oak Street.
2. DPW's proposed infrastructure improvements within the project vicinity.
3. DPW's ability to serve the project.
4. Any project related offsite sewer main improvements.

I have attached a Boundary & Existing Conditions Survey created by Northern Survey Engineering LLC, to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Peter Heil, PE
Project Manager
Acorn Engineering, Inc.





CITY OF PORTLAND
Department of Public Works
Christopher C. Branch, P.E., Director

Date: August 2, 2021

Re: Wastewater Capacity Authorization

Address: 45 Forest Avenue

Applicant: Jonathan Culley- Redfern Properties/ Acorn Engineering

Planner: TBD

Anticipated Wastewater Flow:

Estimate of Anticipated Design Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing flow to be removed				
Employees at place of employment with no showers	# Employees	150	12	(1800)
Proposed flow				
Multiple Family Dwelling Units	1-Bedroom	81	120	9720
Net Change				+ 7920
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition				

Comments:

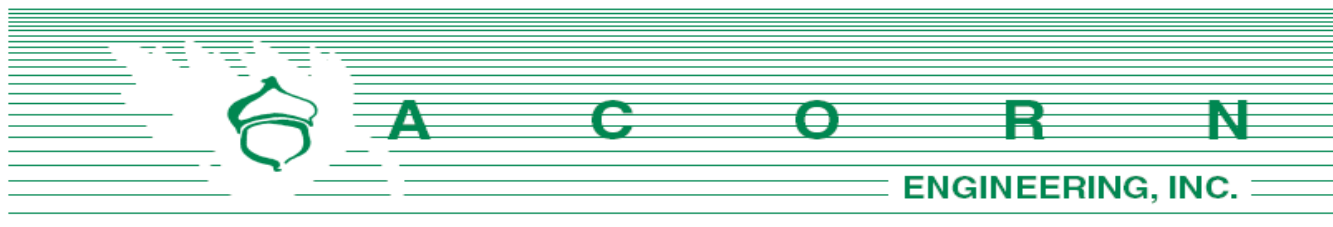
The Department of Public Works, which includes the Water Resource Division, have reviewed and determined that the downstream sewers from the project address have the capacity to convey the estimated dry weather wastewater flows which will be generated from this development.

You are reminded that the sewer you are connected to convey both sanitary and stormwater (Combined Sewer) and therefore a backflow preventer is suggested.

If the City can be of further assistance, please contact me at all 874-8840 or brad@portlandmaine.gov

Sincerely,

Bradley A. Roland, P.E.
Senior Project Engineer



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

July 15, 2021

Subject: 45 Forest Avenue Redevelopment
Re: Ability to Serve

To Whom It May Concern:

On behalf of Redfern Properties LLC, we are pleased to submit the following request for Portland Water District's ability to serve at a proposed project at 45 Forest Avenue in Portland. The project proposes to convert the existing abandoned commercial use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

The existing water service to the existing building is anticipated to serve as a domestic service for the proposed project. In addition, a 6" sprinkler line is proposed to be installed from the main within Forest Avenue. Based upon the Section 4 of the Maine Subsurface Wastewater Disposal Rules and architectural plans to date, the project anticipates the following design flows:

Estimate of Anticipated Daily Flows			
Development	Unit Size	Gallons per Day per Unit	Total Gallons per Day (GPD)
Existing Flow			
Place of employment (no showers)	Assumed 150 employees	12 GPD/employee	1,800 GPD
Total Gallons per Day (Existing)			1,800 GPD
Proposed Flow			
Apartments	81 Units	120 GPD/ Unit	9,720 GPD
Total Gallons per Day (Proposed)			9,720 GPD
Net Change			+7,920 GPD
*Values based on Chapter 241 State of Maine: Subsurface Wastewater Disposal Rules, most recent edition			

The proposed project is anticipated to increase the net flow by approximately 7,920 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. We will provide any changes to the anticipated water demand as the project design progresses.

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

1. Additional information, such as utility mapping within Cumberland Avenue, Forest Avenue & Oak Street, confirmation of the location and size of the services to the existing property.
2. PWD's proposed infrastructure improvements within the project vicinity.
3. Flow data for adjacent hydrants.
4. PWD's ability to serve the project.
5. Any project related offsite water main improvements.

I have attached a fixture count and a Boundary & Existing Conditions Survey created by Northern Survey Engineering LLC, to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Peter Heil, PE
Project Manager
Acorn Engineering, Inc.



September 13, 2021

Peter Heil, PE, CPESC
Acorn Engineering, Inc.
65 Hanover Street
Portland, ME 04101

Re: 45 Forest Avenue, PO
Ability to Serve with PWD Water

Dear Mr. Heil:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on July 19, 2021. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed and is valid for eighteen (18) months after the date of issue. 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 4-inch domestic service with a 3-inch meter may be installed from the water main in Forest Avenue. The service should enter through the property's frontage on Forest Avenue at least 10-feet from any side property lines. An approved testable double check valve assembly backflow prevention device must be installed on the service line directly after the meter prior to service activation.
- The existing building is currently served with a 2-inch domestic water service and 2-inch meter; the size of this service is undersized for the proposed use. This service must be terminated by shutting the corporation valve and cutting the pipe from the water main. The building will be without water while the existing service is retired and the proposed service is installed. This process will take at least one day, and may take several days depending on the project.
- The existing 6-inch fire service line at this site may be used to provide water to the building.
- 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.

Prior to construction, the owner or contractor will need to complete a Service Application and pay all necessary fees for each proposed service. When the project is ready for construction, an Application for each service can be requested by contacting the MEANS Group at MEANS@pwd.org or 207-774-5961 ext. 3199. Once a completed Application has been submitted with payment, please allow seven (7) days for processing.



Existing Site Service

According to District records, the project site does currently have existing water service. A 2-inch diameter copper domestic service line provides water service to the site. Please refer to the “Conditions of Service” section of this letter for requirements related to the use of this service.

Water System Characteristics

According to District records, there is a 12-inch diameter ductile iron water main in Forest Avenue and a public fire hydrant located approximately 30 feet from the site. The most recent static pressure reading was 75 psi on September 8, 2021.

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 Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

Private Fire Protection Water Needs

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

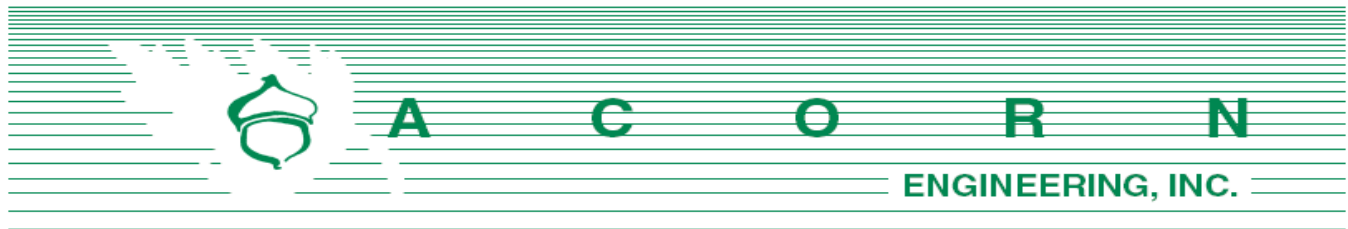
Should you disagree with this determination, you may request a review by the District’s Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland 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



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

July 15, 2021

Subject: 45 Forest Avenue Redevelopment
Re: Ability to Serve

Dear Mrs. Harmon:

On behalf of Redfern Properties LLC, we are pleased to submit the following request for Unitil's ability to serve at a proposed project at 45 Forest Avenue in Portland. The project proposes to convert the existing abandoned commercial-use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

It is our understanding from the main records that there is an existing 6" plastic gas service to the existing building that ties into the Forest Avenue 6" plastic main. This service will continue to be utilized as part of the project.

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

1. Any additional gas lines within Forest Avenue, Cumberland Avenue & Oak Street.
2. Confirmation of the existing building service tap location & size.
3. Unitil's proposed infrastructure improvements within the project vicinity.
4. Unitil's ability to serve the project.
5. Any project related offsite main improvements.

I have attached a Boundary & Existing Conditions Survey created by Northern Survey Engineering LLC, to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Peter Heil, PE
Project Manager
Acorn Engineering, Inc.



July 19, 2021

ACORN Engineering, Inc.
Attn: Peter Heil, PE
PO Box 3372
Portland, ME 04101

Subject: 45 Forest Ave, Portland Maine
Re: Ability to Serve

Dear Mr. Heil:

Thank you for your interest in using natural gas for the above referenced project.

This is to confirm that natural gas is available from our distribution system to serve your proposed project.

Any improvements to the existing distribution system that are necessary to provide this service, as well as the design of the gas system in the project itself, will be established as the overall design and scope of your project progresses. All work necessary to provide service will be performed in accordance with the Maine Public Utilities Commission requirements.

If you have any further questions or require additional information, please contact me directly at (207) 541-2536 or at harmon@unitil.com.

Sincerely,

Bridget L. Harmon
Business Development Representative
Unitil Corporation
(T) 207-541-2536 (F) 207-541-2536

Memorandum

Date:	September 8, 2021	Project#:	203418
To:	Ryan Senatore – Ryan Senatore Architecture		
From:	Zach Blanchard, P.E. (MA) – Code Red Consultants		
Re:	45 Forest Ave – Portland, ME Party Wall/Building Separation Code Design Recommendations		
Cc:	Carl Nelson, P.E. (MA) – Code Red Consultants Reid Tozier – Ryan Senatore Architecture Haynes Johnston - Redfern Properties		

This memorandum has been prepared to summarize the code requirements and recommended alternative design method associated with the party wall/lot separation at the 45 Forest Ave building in Portland, ME.

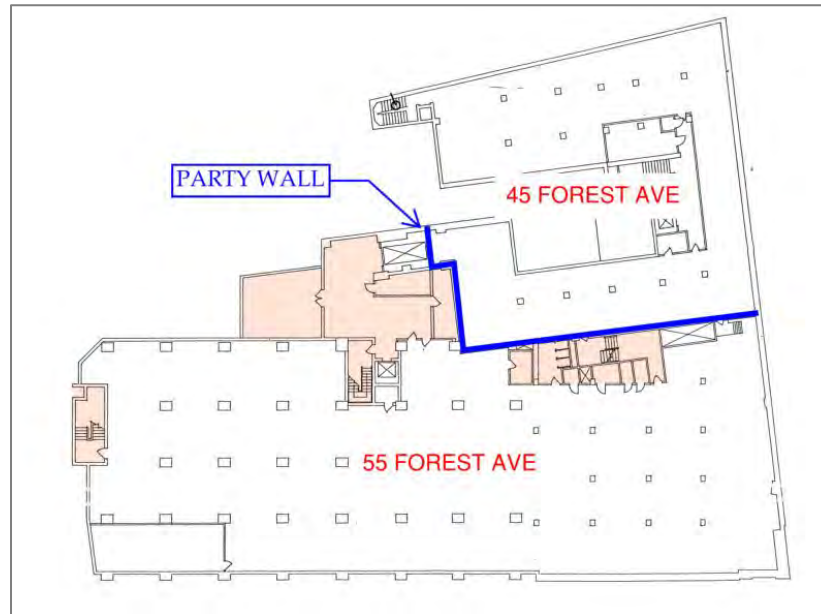
The basis of this alternative method design is the Maine Uniform Building Code (MUBC), which includes an amended version of the 2015 International Building Code (IBC).

Project Description

The project includes the renovation of the 45 Forest Ave building, which includes a change of occupancy classification from an office building to a fully renovated residential building. The existing building at 45-55 Forest Ave is a single structure on a single lot with a substantial wall which separates the two addresses. It is our understanding that the two structures are structurally independent (although legally the same building) and the 55 Forest structure was an addition after the 45 Forest building was originally constructed.

As part of the project, the 45 Forest Ave building will be sold to a new owner (Redfern Properties) and the existing lot will be subdivided, creating a zero-lot-line condition at the existing separation wall (hereafter referred to as a party wall). A party wall is a wall located on a lot line between adjacent buildings which is used for joint service, and is constructed as a fire wall without openings to create separate buildings (MUBC 706.1.1). It is our understanding that the party wall separating the two structures will be compliant with MUBC Section 706, except as specifically stated within this memo. The existing building and party wall is shown in the following figure:





Currently, a required means of egress from 45 Forest Ave building is through the party wall (door directly into a stair enclosure within the 55 Forest Ave building). Although a new stair enclosure will be constructed as part of the 45 Forest Ave renovation project (enclosing central stair in 2-hour construction), the stair within the 55 Forest Ave building is still a required means of egress to prevent excessive dead end corridors and common paths of travel.

Code Requirements

Portions of a single structure are permitted to be classified as separate buildings when separated with a fire wall, or a fire-resistance rated wall which extends from foundation to (or through) the roof with sufficient structural stability to allow collapse of either side without collapse of the wall (MUBC 706.1 & 202). Due to the sale of the 45 Forest Ave building and subdivision of the existing lot, a fire wall is required to legally separate the 45 and 55 Forest Ave buildings and must also be compliant with the new construction requirements of MUBC Section 706 unless alternative compliance methods are approved by the code officials.

When a fire wall is located on a lot line, it is classified as a party wall in accordance with MUBC Section 706.1.1. Party walls are required to be constructed as fire walls, and are specifically not permitted to contain openings (doors, MEP systems and penetrations) which connect the two buildings. Since there are existing door openings which allow for egress from the 45 Forest Ave building into the exit stair in the 55 Forest Ave building, the existing configuration does not prescriptively comply with the MUBC.

To be in compliance with the MUBC, the existing separation wall is required to be classified as a party wall. Therefore, it is required to comply with MUBC Section 706, which includes but is not limited to, the following:

- 3-hour rated fire wall (or back-to-back 2-hour exterior walls);

- Be structurally independent to allow collapse of either the 45 or 55 Forest Ave buildings without collapse of the wall; and
- Not permitted to contain any openings.

Since the 45 Forest Ave building must rely on the exit stair in the 55 Forest Ave building, compliance with the MUBC cannot be achieved and an alternative method of design in accordance with MUBC Section 104.11 is recommended.

Alternative Method of Design

It is recommended that the alternative method of design to MUBC Section 706.1.1 be sought to allow the use of the openings within a party wall. It is recommended that the following be included in the alternative method of design to allow the use of the opening in the party wall and subsequently the use of the exit stair in 55 Forest Ave:

- Details of the existing separation wall:
 - It is our understanding that the 55 Forest Ave wall is infilled between columns with 8" of CMU or a 12"x12" with 4" thick terracotta masonry block. A structural engineer is required to confirm that this wall structurally complies as a single fire wall.
 - Existing 45 Forest Ave building consists of substantial concrete construction.
 - Infill any openings between the two buildings which are not specifically related to the egress stair. A 3-hour rating (or back-to back 2-hour ratings) is required, and construction should be completed such that the integrity of the structurally independent fire wall is maintained.
- Any openings required for the purposes of egress will be utilized in emergency conditions only. The doors will be locally alarmed such that they are not utilized for convenience purposes.
- Develop an agreement between the owners of the 45 Forest Ave and 55 Forest Ave building to allow the use of the egress stair through the party wall over the life of both buildings. The document should include that the door and stair will be kept clear, unobstructed, unlocked, and available for egress for the 45 Forest Ave occupants at all times over the life of both buildings.
- Approval is required by the code officials via this alternative method of design for the use of an opening within the party wall and the egress through another building with a different owner (MUBC 104.11).

Conclusion

Based on the prescriptive code requirements of the MUBC, the use of an opening through a party wall and the use of an egress stair within another owner's building is not permitted. To allow the use of the opening and egress stair, approval by the AHJ is required.

If you have any questions, please do not hesitate to contact us.

Sincerely,



Zach Blanchard, P.E. (MA)
Code Red Consultants, LLC

Q. Construction Management Plan

Project Address:

45 Forest Avenue, Portland, ME

Project Description:

The project proposes to convert the existing abandoned commercial-use building into residential units which will include 81 micro-apartments, primarily on floors two through six, with ground floor occupied by a lobby, lounge, fitness areas & other miscellaneous amenities for the tenants.

Project Team Summary:

Owner:	Redfern Properties, LLC
General Contractor:	TBD
Civil Engineer:	Acorn Engineering, Inc.
Architect:	Ryan Senatore Architecture
Structural Engineer:	TBD

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 Forest Avenue 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:

Jonathan Culley
Redfern Properties, LLC
(207) 776-9715

GC and Subcontractor information will be posted along Forest Avenue 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 2022
<u>Project End Date:</u>	Spring 2023

A more detailed work schedule shall be provided by the GC at or before the pre-construction meeting with the City.

F. Security & Public Safety

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



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

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 Forest Avenue.

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 Forest Avenue. 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 Forest Avenue 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 Forest Ave 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 Control and Preservation of Trees

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. 10 CY. Earthwork subcontractor(s) pit to project site.
 - Hot Mix Asphalt – Approx. 20 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.





Construction Management Plan – Contractor Parking Attestation

Hebert Construction – 45 Forest Ave, Portland, ME

Construction Management Plans shall depict the overall planning, coordination, and control of a construction site, including phases as applicable, from beginning to completion. The City's goal for a construction management plan is to support a safe construction site and protect the public safety, accessibility (including preserving accessible pedestrian, bicycle, and vehicular modes of transport throughout the city), and welfare during construction. In addition, the construction management plan shall minimize construction impacts in their duration and magnitude to the surrounding area and develop an effective communication process for resolving concerns and conflicts.

Hebert Construction supports the CM plan put forth by Acorn Engineering. In addition, and response to the preliminary review comments from the City of Portland, Hebert has prepared the following traffic considerations to be incorporated into our construction management plan for 45 Forest Avenue.

K. Parking During Construction

1. Construction Parking: Parking for construction vehicles shall be accomplished offsite in a few ways to meet the City's goals for minimizing construction vehicle traffic and its impacts on public parking:
 - i. The adjacent parking garage on Cumberland Ave will be used by 2-4 pre-negotiated supervisor vehicles required to run the project. In addition to these limited vehicles being used for supervisors, they are also being used to transport crew members to and from, home or a remote public lot outside of the neighborhood.
 - ii. Remote lot parking will be encouraged for workers who choose to drive into Portland. These workers will be required to pay for parking in other municipal lots or privately owned parking lots around the City. Our attached map highlights a few lots we will recommend to tradespeople. All our subcontractors will be under contract at the start of the project that parking is part of their bid and on-street parking along with onsite parking is not available.
 - iii. Our own employees carpool with our supervisors mostly from the Central Maine area. Hebert Construction has multiple housing, hospitality and medical projects throughout the City of Portland during the course of this project. It is in our best interest to minimize the number of vehicles on the road. Our operations manager will be working weekly to maximize carpooling, minimize gas consumption and wear and tear on our vehicles.

Sincerely,

Timothy R. Hebert

Timothy R. Hebert, Owner

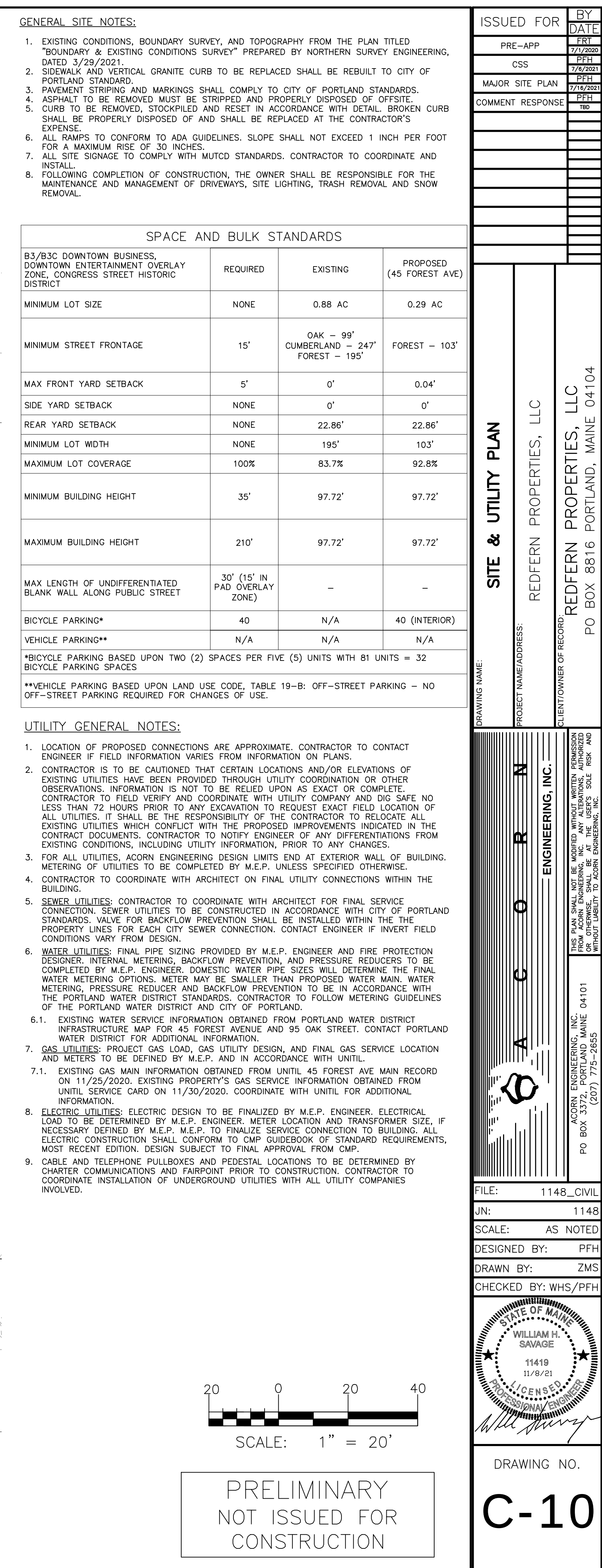
Park & Ride Lot

Parking Garage

Top of the Old Port Lot

45 Forest Ave,
Portland, ME 04101

Page 676



S. 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 enclosed and screened from the public view. A private hauler will be contracted with for removal.



S. Parking Analysis

Per Land Use Code Section 19 Off Street Parking Table 19-B Categorical Exceptions to Off-Street Parking Minimums Zone B3: No off-street parking required for changes of use.



TRANSPORTATION DEMAND MANAGEMENT PLAN 45 FOREST AVENUE, PORTLAND, MAINE

Submitted for Redfern Properties, LLC

by Levine Planning Strategies, LLC

September 2021



LEVINE PLANNING STRATEGIES
Tools for Building Communities

Project Overview

On behalf of Redfern Properties LLC, we are pleased to submit a Transportation Demand Management (TDM) plan for the proposed redevelopment project at 45 Forest Avenue (Chart 37, Block A, Lot 1). Portions of the parcel are in the B-3 Downtown Business, B-3c Downtown Business, Downtown Entertainment Overlay & Congress Street Historic Districts. The existing building is also a designated Historic Landmark identified as the *New England Telephone Building* by the City of Portland's Historic Preservation Office in the Department of Planning & Urban Development.

The project proposes to convert the existing unused commercial building into apartments, primarily on floors two through six, with a lobby, lounge, fitness areas, bike room & other miscellaneous amenities for the tenants on the ground floor. No site work is expected outside the limits of the existing building except for utility connections. Due to the change of use at the property exceeding 20,000 square feet, the project requires site plan review by the Planning Board.

This project consists of a total of 81 units of housing, with 25 percent of the units designated as affordable at or below 80 percent of area median income. The unit sizes and layouts are generally conducive to affordability for renters of the remaining units as well.

According to the April 2021 City Parking Survey of Downtown Garages and Lots, nearby parking spaces rent for between \$95 and \$195 a month. By providing a robust TDM plan, this project aims to significantly reduce the number of tenants who require off-site rental spaces. In addition, by not incorporating on-site parking into the cost of the development will further enable lower price points for the units.

As this project is within ¼ mile of a transit line, it does not need to provide parking, provided it

submits a Transportation Demand Management Plan (Portland Land Use Code Table 19-B.) This project is an excellent opportunity to provide an alternative to automobile ownership and leverage the walkability, bikeability, and transit access of its downtown location.

We are confident that, with this TDM plan in place, this project will not require on-site parking, nor will it have an undue burden on other parking supply in the area.

For ease of review, we have drafted this TDM plan generally following the format of the City's Technical Manual Section 1.13. ("Transportation Demand Management.")

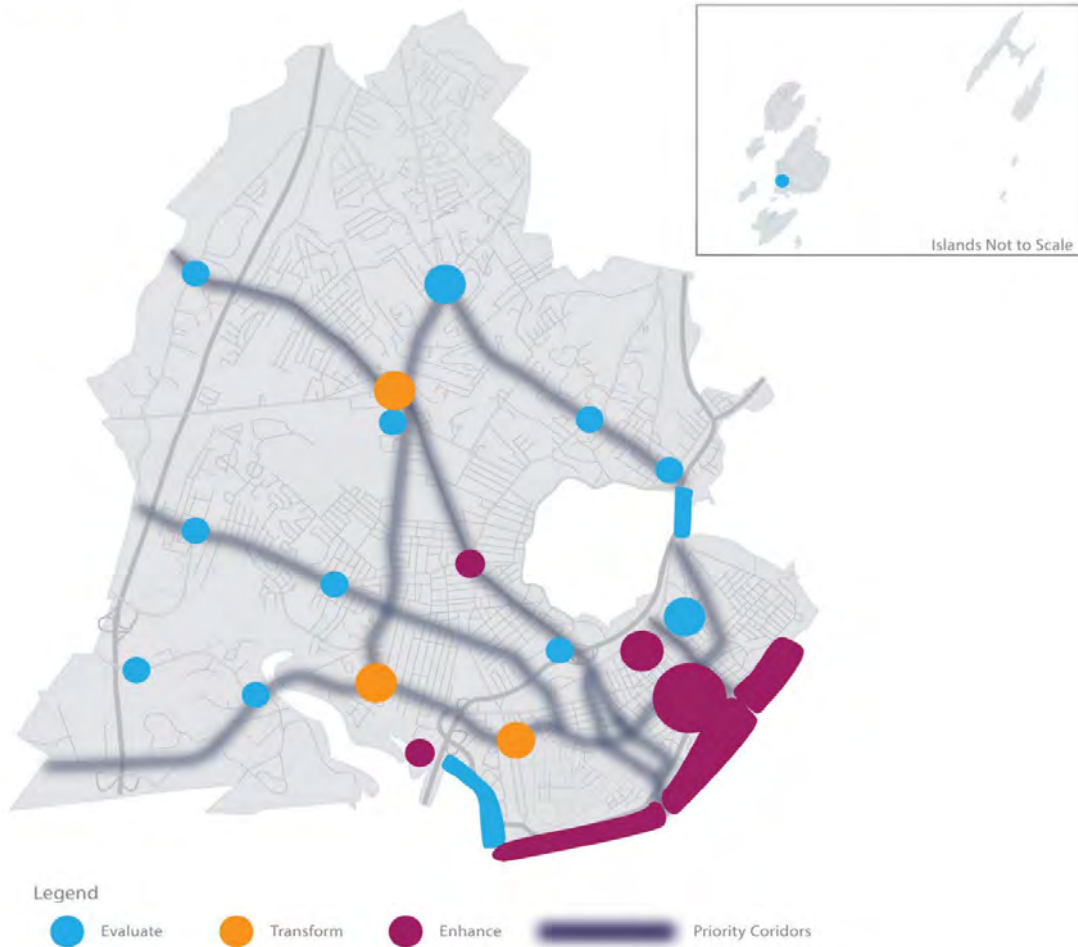
Transportation Narrative

This project is in a location with many transportation options that lend themselves towards Transportation Demand Management. This end of Forest Avenue is just adjacent to where the Forest Avenue/State Street/High Street corridor and the Congress Street corridor – both identified as key development corridors in *Portland's Plan 2030* – come together. It is also located in the downtown development "enhance" node identified in *Portland's Plan*.

Roadways

As mentioned above, 45 Forest Avenue is located where Forest Avenue meets Congress Street, with Cumberland Avenue providing another major east-way roadway. These streets are designed to provide multimodal access, with good sidewalk connections that are generally compliant with accessibility standards. Bicycle accommodations, while good, could be improved along all these corridors.

Priority Nodes & Corridors



Priority Development Nodes and Corridors (Source: *Portland's Plan 2030*)

Transit

Very few developments are in as good a position as this one to take advantage of existing transit.

This project is in the heart of the Greater Portland Transit District's system. The METRO Pulse is just a few short blocks away and several bus lines stop nearby.

In addition, the South Portland Bus Service operates routes from this area to destinations across the Casco Bay Bridge, including Southern

Maine Community College and services and offices in South Portland.

Congress Street was recently modified to prioritize transit access, through provision of in-line stops along the street as well as shelters. METRO service also provides easy access to the Portland Transportation Center, where intercity bus and train service provides connections as far as New York City, and to the Portland International Jetport for those going farther afield.

Greater Portland Regional Transit Map



Effective August 29, 2021

Greater Portland's Transit Network (Source: Greater Portland Transit District)

Bicycle and Pedestrian Facilities

As mentioned above, all the nearby roadways have sidewalks on both sides. Accessibility is generally acceptable on these sidewalks, with tip downs provided in most locations. Many of these sidewalks are cleared in the winter as part of Portland Downtown's services working with the City's Public Works Department. Some of the brick surfaces are not ideal in the rain or snow for those with limited mobility, making Portland Downtown's snow clearing program particularly important.

The area has excellent bike facilities. The Bayside Trail is nearby, as is the Back Cove Trail and additional dedicated bicycle/pedestrian facilities that circle much of the downtown peninsula. In addition, the City recently selected Tandem Mobility to work with City staff to launch a bike sharing system in Portland in 2022. If that system is successful, it would provide an additional bicycle option for residents and visitors.

TDM Administrator

The TDM Administrator for this project will be:

Haynes Johnston
Redfern Properties
P.O. Box 8816
Portland, Maine 04104
haynes@redfernproperties.com

Mr. Johnston may work with property management to implement details of this TDM plan but will be the one-stop contact when needed.

Resident Survey

In order to gauge the effectiveness of this TDM plan – and to adjust it if needed – the TDM Administrator will conduct an annual survey of residents in the building. This survey will be

conducted electronically using contact information on file with the management office for each unit. It will include questions on:

- Vehicle ownership and parking location;
- Modes of transportation for commuting, household chores, and recreation;
- Interest in carpooling or otherwise sharing transportation expenses with other tenants to reduce trips;
- Barriers to vehicle trip reduction best practices, such as bicycle use and transit ridership; and
- Other transportation needs and/or interests of tenants.

Those tenants that express interest in sharing information for carpooling or other trip reduction purposes will have their information provided to other tenants who have expressed a similar interest.

The results of this survey will be provided to the City's Planning & Urban Development Department. The survey will remain substantively consistent from year to year, in order to allow the results to be used to monitor the effectiveness of this TDM plan and allow for adjustments as needed.

Parking & Trip Reduction Targets

Trip Generation and Reduction

This project is expected to generate 440 trips per day, with 28 at morning peak hour and 36 at evening peak hour (*Institute of Transportation Engineers Trip Generation Manual 10th Edition* using Land Use 221-Multifamily Housing (Mid-Rise.)) Those figures are based on a general mid-rise multifamily development with few transit, pedestrian or bicycle options. For this project, there is likely to be some trip-chaining, use of alternatives to physical trips, and/or combining of separate

trips. We would estimate that the trip generation from this project might be 10 percent lower than the ITE figure, or 400 trips a day, with 25 at morning peak hour and 32 at evening peak hour.

What is different about this project is the expected mode and distance of these trips. In many cases, most of the 440 trips generated would involve individual vehicle trips. However, in this case, with good TDM strategies in place, most of the 400 expected trips will likely be on foot, on bike, or on transit.

Parking Need and Reduction

Were this project designed and located to be dependent on individual vehicle use, it would be projected to require 100 parking spaces (*Institute of Transportation Engineers Parking Generation 5th Edition* using Land Use 221-Multifamily Housing (Mid-Rise.)) However, research has shown that parking demand in transit-oriented developments such as this one can be as little as one-fifth the ITE supply guideline (see, for example, Ewing et al, *Landscape & Urban Planning* 160 (2017) 69-78.) We believe that, given the project's location, the decoupling of parking costs from rents, and the robust measures proposed in this TDM plan, the parking generation of this project would be 25 spaces. Those 25 spaces would be accommodated in nearby lots and overnight on-street parking with limited negative impacts.

Parking & Trip Reduction Strategies

As an entirely residential building with units best suited to one or two persons, this project will have different parking and trip reduction strategies than commercial buildings, or even residential buildings with larger units. The parking and trip reduction strategies for this development are focused on the needs of likely tenants, including younger workers in a variety

of fields and older single persons seeking the convenience of a downtown location.

These strategies are designed to respond to the following needs:

- Convenience;
- Cost-effectiveness;
- Leverage of downtown location; and
- Pushing of information to users rather than expecting them to pull information from on-line sources.

Education

A key part of this TDM plan is to convey clear, compelling and accurate information to tenants and visitors as to the transportation options available other than driving. As part of a welcome packet, all new tenants will be provided information including the following:

- Transit maps, schedules, and information about real-time transit trackers;
- Information about transportation providers, including transit operators transportation as a service companies, and other options to avoid driving;
- A building-wide ride board to allow tenants to share trips; and
- Information on bike routes, parking infrastructure, and other incentives.

This educational packet will be provided online as well, so tenants and visitors can refer to it at any time.

In addition, the building management will also provide an annual recognition of leaders in trip reduction from the building.

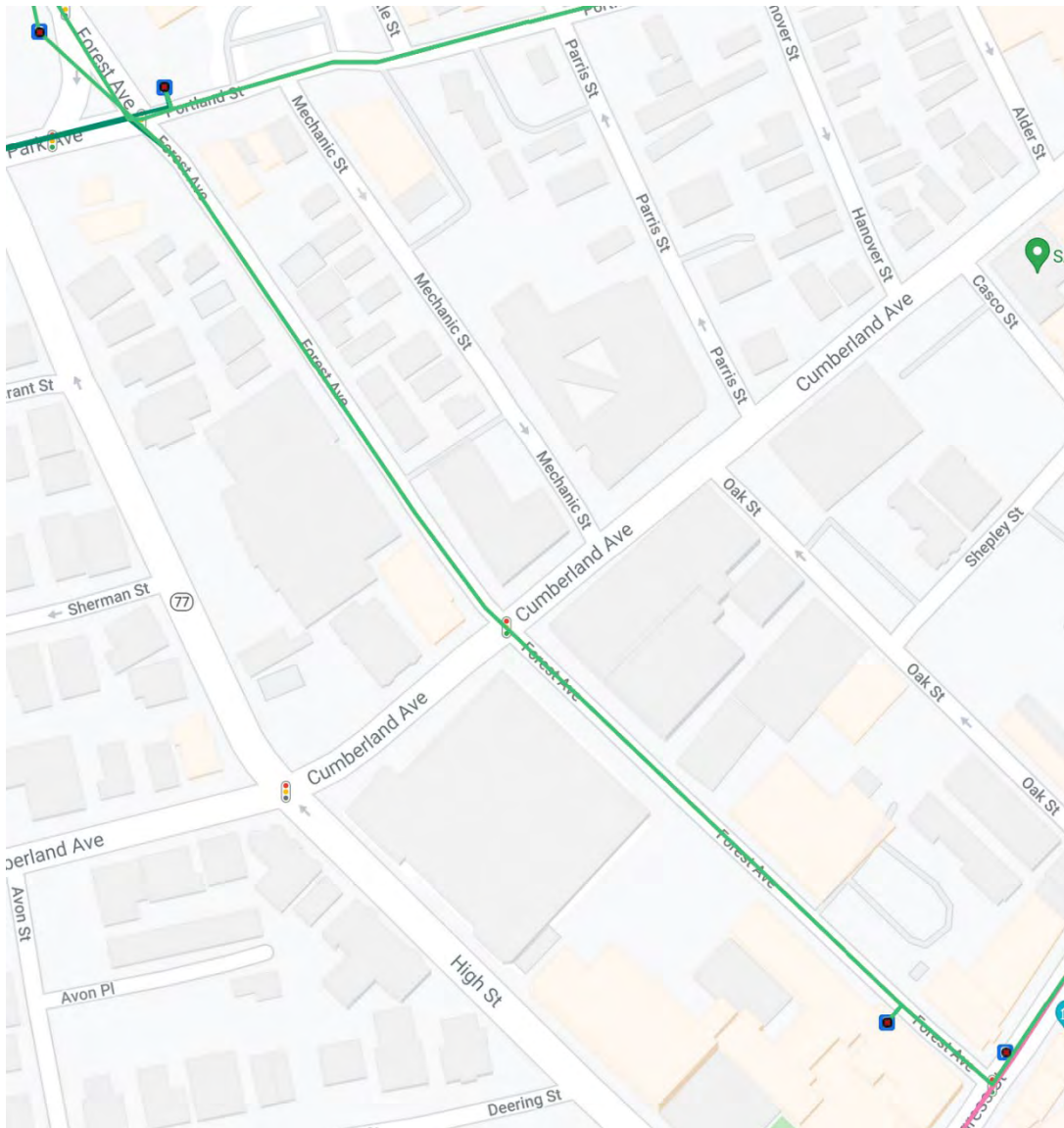
Monitoring

As mentioned above, there is a TDM Administrator designated for this development who will be responsible for monitoring this

plan. Following an annual survey of residents, the TDM Administrator will report results to the City's Department of Planning & Urban Development and propose modifications to this plan to make it more effective, if needed. This reporting will also be helpful in reviewing future TDM plans, as we expect that additional developments will propose using the option in Table 19-B in the future.

The report for this development will include, at a minimum, the following:

1. Building occupation;
2. Mode split by trip type;
3. Automobile ownership of tenants;
4. Parking locations used by tenants; and
5. Suggested enhancements to transit, bicycle and pedestrian infrastructure.

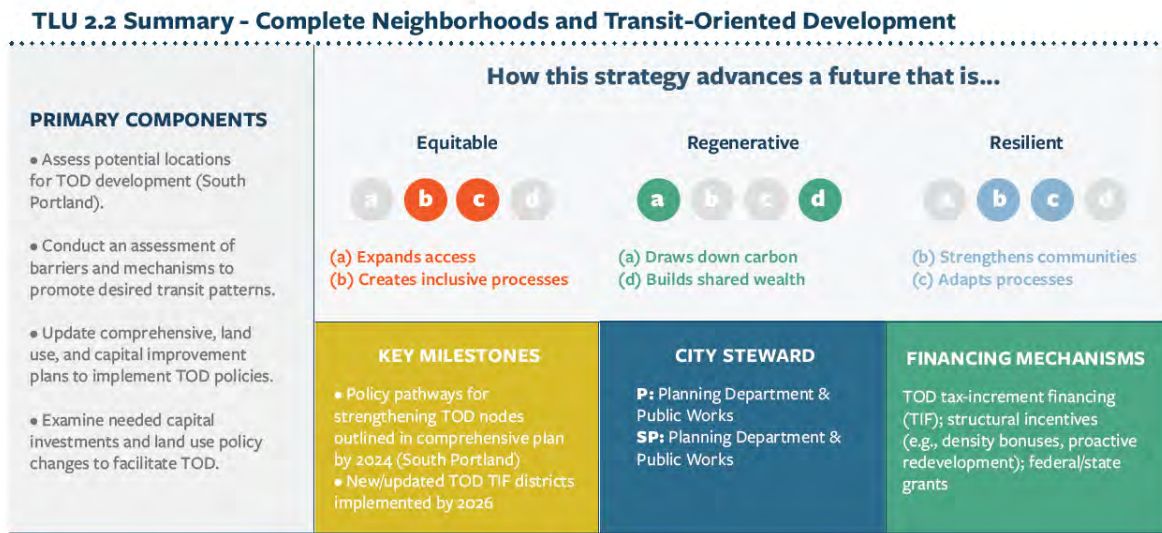


Nearby transit stops include Portland Street/Park Avenue at Forest Avenue and Congress Street at Forest Avenue

(Source: <http://bustimeweb.smttracker.com/bustime/map/displaymap.jsp>)

TDM Action Steps

The core actions of this TDM Plan are consistent with, and in many cases exceed, the recommended actions in the Technical Manual. When combined with the survey and education actions outlined above, these action steps will result in trip and parking demand reductions that meet or exceed the goals listed. In addition, by providing residents with transportation options that reduce per-capita emissions, these steps will have external benefits that will improve the quality of the air in downtown Portland and help address the goals of the *One Climate Future* plan. Finally, by reducing vehicle trips in individual vehicles, this TDM Plan will save the City and state money by reducing the wear and tear on city streets.



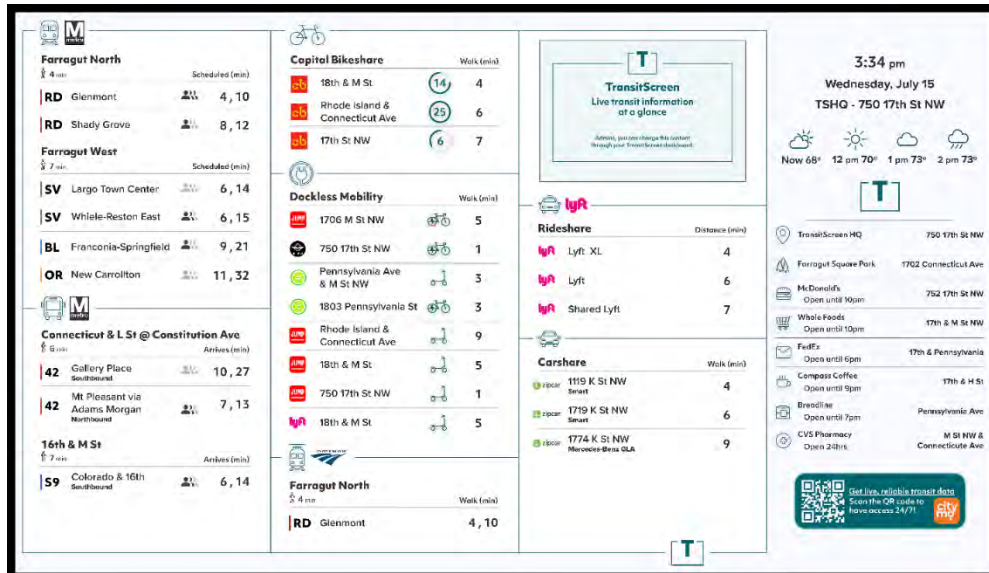
The City's Climate Action Plan calls for more infill development such as this project (Source: *One Climate Future*, p. 151)

The TDM Action Steps are as follows:

1. Infrastructure

- Transit Access and Off-Site Facilities:** With the closest transit stops approximately 400 feet away, it will be easy for tenants to access several bus lines, including METRO's 2, 4 and 5. While there is currently no stop at Cumberland and Forest Avenues, the developer will work with METRO to determine if such as stop might make sense in the future based on tenant needs. In the meantime, access to the transit stop at Portland Street/Park Avenue and Forest Avenue is limited by the needs for repairs to the tip down on the southeast corner of Cumberland Avenue and Forest Avenue. As part of this TDM Plan, Redfern will work with the City to bring this tip down into compliance with the Americans with Disabilities Act.
- Bicycle Parking:** This development will provide at least 32 indoor bicycle parking spaces, as well as additional visitor bicycle parking spaces located safely in the courtyard.
- Transit Information:** As has become a best practice in transit-oriented developments in other cities, this building will include a real-time transit information screen in the lobby. That information screen will, at a minimum, outline nearby transit lines and the current

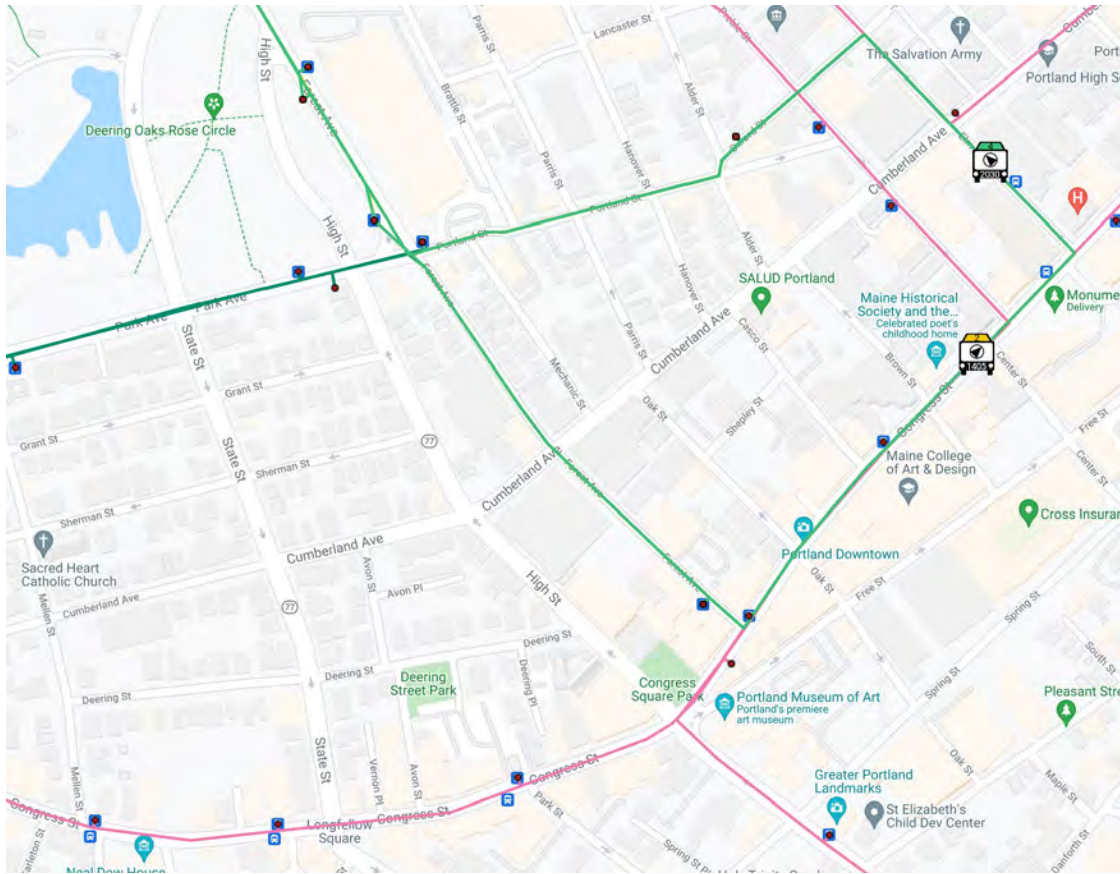
locations of nearby buses. This will provide easy information to tenants and visitors, and serve as an ongoing reminder to them that transit options are viable ways to get around Portland.



One option for a Real-time Transit display in the lobby
(Source: <https://transitscreen.com/products/transitscreen/>)

2. Incentives

- Parking "cash out":** As mentioned above, tenants will be provided with a choice as to whether to pay for a parking space off site, rather than having the cost of the space(s) incorporated into their rents. Those who choose not to own their own vehicle will be able to reduce their housing costs through this decoupling of parking cost and rent.
- Transit Incentives:** Research has shown that moving into a new home is a chance for residents to try new transportation options. In order to make sure that new tenants are aware of, and have incentives to try, transit, Redfern will provide new tenants with a \$30 credit on the DiriGo app. That app can be used for trips on METRO, BSOOB Transit and/or South Portland Bus Service. This loaded amount will make trying transit very easy and ensure that tenants have loaded the DiriGo app on their phones. This credit will be provided to new tenants for at least five years after building occupancy. Should tenants not own a phone, Redfern will provide them with a DiriGo card loaded with \$30.
- Car and Bike Sharing:** While Portland currently does not have a car-sharing vendor, should one become available, Redfern commits to working with the City to provide a carsharing vehicle nearby. Similarly, Redfern is interested in working with the City as it seeks to launch a bikesharing system in 2022.
- Telecommuting:** This building will be wired with the best internet access currently available in this location, in order to encourage telecommuting as a trip reduction strategy.



Transit tracking in downtown Portland that can be utilized in a lobby screen system
(Source: <http://bustimeweb.smttracker.com/bustime/map/displaymap.jsp>)

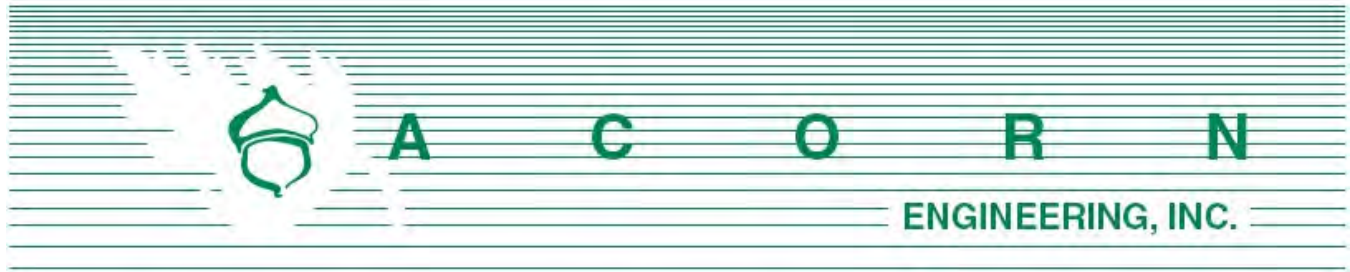
Husky Line									
PORTLAND - WESTBROOK - GORHAM									
MONDAY THROUGH FRIDAY									
OUTBOUND TO GORHAM									
METRO Pulse Elm St	USM Portland	Westbrook Crossing Rock Row	Westbrook Hub	USM Gorham					
A	B	C	D	E					
7:05	7:09	7:17	7:23	7:35					
7:35	7:39	7:46	7:54	8:06					
8:05	8:09	8:19	8:25	8:37					
8:35	8:39	8:48	8:55	9:07					
9:05	9:09	9:19	9:25	9:37					
9:35	9:39	9:48	9:55	10:07					
10:05	10:09	10:19	10:25	10:37					
10:35	10:39	10:49	10:55	11:07					
11:05	11:09	11:19	11:25	11:37					
11:35	11:39	11:49	11:55	12:07					
12:05	12:09	12:19	12:25	12:37					
12:35	12:39	12:49	12:55	13:07					
1:05	1:09	1:19	1:25	1:37					
1:35	1:39	1:49	1:55	2:07					
2:05	2:09	2:19	2:25	2:37					
2:35	2:39	2:49	2:55	3:07					
3:05	3:09	3:19	3:25	3:37					
3:35	3:39	3:49	3:55	4:07					
4:05	4:09	4:19	4:25	4:37					
4:35	4:39	4:49	4:55	5:07					
5:05	5:09	5:19	5:25	5:37					
5:35	5:39	5:49	5:55	6:07					
6:05	6:09	6:19	6:25	6:37					
6:35	6:39	6:49	6:55	7:07					
7:05	7:09	7:14	7:20	7:34					
8:05	8:09	8:17	8:23	8:34					
8:40	8:44	8:52	8:58	9:09					
9:30	9:34	9:41	9:47	9:58					
10:10	10:14	10:23	10:27	10:38					

SATURDAY									
OUTBOUND TO GORHAM									
METRO Pulse Elm St	USM Portland	Westbrook Crossing Rock Row	Westbrook Hub	USM Gorham					
A	B	C	D	E					
8:40	8:44	8:54	9:00	9:13					
9:30	9:34	9:44	9:50	10:03					
10:10	10:14	10:24	10:30	10:43					
11:00	11:04	11:14	11:20	11:33					
11:40	11:44	11:54	12:00	12:12					
12:20	12:24	12:34	12:40	12:53					
1:00	1:04	1:14	1:20	1:33					
1:35	1:39	1:49	1:55	2:07					
2:40	2:44	2:54	3:00	3:13					
3:20	3:24	3:34	3:40	3:53					
4:00	4:04	4:14	4:20	4:33					
4:35	4:39	4:49	4:55	5:07					
5:05	5:09	5:19	5:25	5:37					
5:40	5:44	5:54	6:00	6:13					
6:20	6:24	6:34	6:40	6:53					
7:00	7:04	7:14	7:20	7:34					
8:00	8:04	8:14	8:20	8:34					
9:10	9:14	9:23	9:28	9:40					
10:10	10:14	10:23	10:27	10:38					

SUNDAY									
OUTBOUND TO GORHAM									
METRO Pulse Elm St	USM Portland	Westbrook Crossing Rock Row	Westbrook Hub	USM Gorham					
A	B	C	D	E					
8:05	8:10	8:20	8:26	8:37					
8:30	8:35	8:45	8:51	9:02					
9:05	9:10	9:20	9:26	9:37					
10:05	10:10	10:20	10:26	10:37					
11:05	11:10	11:20	11:26	11:37					
11:55	12:00	12:10	12:16	12:27					
1:20	1:25	1:35	1:41	1:52					
2:05	2:10	2:20	2:26	2:37					
2:30	2:35	2:45	2:51	3:02					
3:05	3:10	3:20	3:26	3:37					
3:30	3:35	3:45	3:51	4:02					
4:05	4:10	4:20	4:26	4:37					
4:35	4:40	4:50	4:56	5:07					
5:05	5:10	5:20	5:26	5:37					
5:40	5:45	5:55	6:01	6:12					
6:35	6:40	6:50	6:56	7:07					

SUNDAY									
INBOUND TO DOWNTOWN PORTLAND									
METRO Pulse Elm St	USM Portland	Westbrook Crossing Rock Row	Westbrook Hub	USM Gorham					
A	B	C	D	E					
8:30	8:35	8:45	8:51	9:02					
9:05	9:10	9:20	9:26	9:37					
10:05	10:10	10:20	10:26	10:37					
11:05	11:10	11:20	11:26	11:37					
11:55	12:00	12:10	12:16	12:27					
1:20	1:25	1:35	1:41	1:52					
2:05	2:10	2:20	2:26	2:37					
2:30	2:35	2:45	2:51	3:02					
3:05	3:10	3:20	3:26	3:37					
3:30	3:35	3:45	3:51	4:02					
4:05	4:10	4:20	4:26	4:37					
4:35	4:40	4:50	4:56	5:07					
5:05	5:10	5:20	5:26	5:37					
5:40	5:45	5:55	6:01	6:12					
6:35	6:40	6:50	6:56	7:07					

MONDAY THROUGH FRIDAY OUTBOUND TO MUNJOY HILL				MONDAY THROUGH FRIDAY INBOUND TO PTC/THOMPSON'S PT				
Thompson's	PTC	Monument Sq	North St	North St	Congress St	17th St	METRO	*PTC/
5:08	5:10	5:17	5:25	5:30	5:35	5:40	5:45	5:50
5:43	5:45	5:55	6:05	6:10	6:15	6:20	6:25	6:30
6:13	6:15	6:25	6:35	6:40	6:45	6:50	6:55	7:00
6:43	6:45	6:55	7:05	7:10	7:15	7:20	7:25	7:30
7:13	7:15	7:25	7:35	7:40	7:45	7:50	7:55	8:00
7:43	7:45	7:55	8:05	8:10	8:15	8:20	8:25	8:30
8:13	8:15	8:25	8:35	8:40	8:45	8:50	8:55	9:00
8:43	8:45	8:55	9:05	9:10	9:15	9:20	9:25	9:30
9:13	9:15	9:25	9:35	9:40	9:45	9:50	9:55	10:00
9:43	9:45	9:55	10:05	10:10	10:15	10:20	10:25	10:30
10:13	10:15	10:25	10:35	10:40	10:45	10:50	10:55	11:00
10:43	10:45	10:55	11:05	11:10	11:15	11:20	11:25	11:30
11:13	11:15	11:25	11:35	11:40	11:45	11:50	11:55	12:00
11:43	11:45	11:55	12:05	12:10	12:15	12:20	12:25	12:30
12:13	12:15	12:25	12:35	12:40	12:45	12:50	12:55	1:00
12:43	12:45	12:55	1:00	1:05	1:10	1:15	1:20	1:25
1:13	1:15	1:25	1:30	1:35	1:40	1:45	1:50	1:55
1:43	1:45	1:55	2:00	2:05	2:10	2:15	2:20	2:25
2:13	2:15	2:25	2:30	2:35	2:40	2:45	2:50	2:55
2:43	2:45	2:55	3:00	3:05	3:10	3:15	3:20	3:25
3:13	3:15	3:25	3:30	3:35	3:40	3:45	3:50	3:55
3:43	3:45	3:55	4:00	4:05	4:10	4:15	4:20	4:25
4:13	4:15	4:25	4:30	4:35	4:40	4:45	4:50	4:55
4:43	4:45	4:55	5:00	5:05	5:10	5:15	5:20	5:25
5:13	5:15	5:25	5:30					



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

October 4, 2021

Subject: 45 Forest Avenue Neighborhood Meeting

I, Peter Heil, hereby certify that a remote neighborhood meeting was held on September 30, 2021, via Zoom at 5:30 pm. Please find the attached notification letter, Meeting Minutes and Sign-In sheet for the meeting.

I also certify that on September 17, 2021, 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.

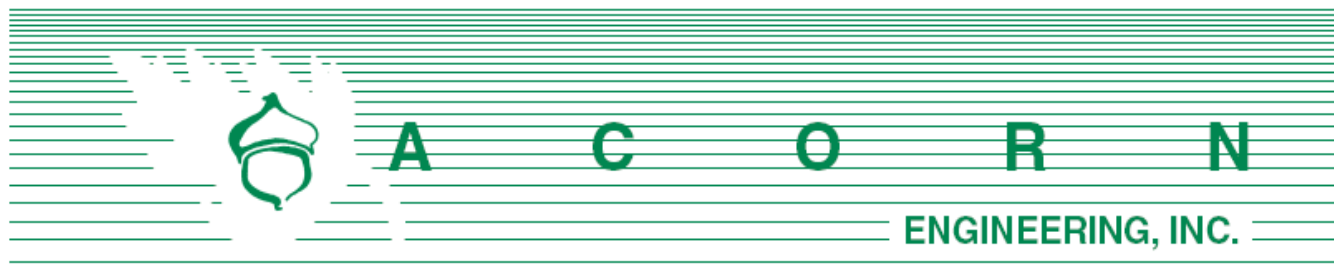
Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Heil', is positioned above the printed name.

Peter Heil, P.E.
Project Manager
Acorn Engineering, Inc.

Attachments:

1. Notification letter
2. Sign-in sheet
3. Neighborhood Meeting minutes



Dear Neighbor:

September 17, 2021

On behalf of Redfern Properties LLC, we are pleased to invite you to a virtual neighborhood meeting to discuss a proposed Major Site Plan/Subdivision Application related to the property located at 45 Forest Avenue (Chart 37, Block A, Lot 1). The project proposes to redevelop the existing building into a residential development consisting of 81 residential units, including 21 onsite inclusionary zoning units as required by the City's Inclusionary Zoning Ordinance.

Meeting: Held **remotely & recorded via Zoom** according to state and local requirements regarding social distancing and will be available for public viewing and participation. **To attend, please email admin@acorn-engineering.com to request a link or phone number to join the meeting.** You may also call the office line (listed below) to request this information.

Date/Time: Thursday, September 30, 2021, at 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. Both the sign-in sheet and recorded meeting minutes will be submitted to the Planning Board. If you have any questions, please do not hesitate to call the office at (207) 775-2655. We look forward to seeing you at the meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Savage'.

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

Sign In Sheet

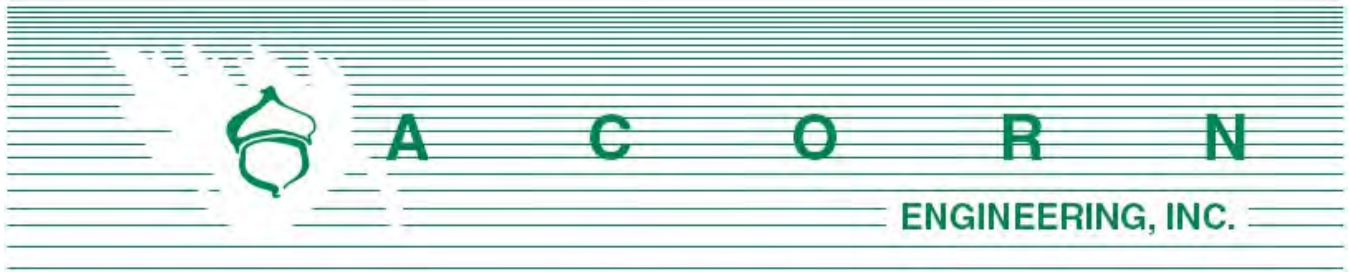
9/30/21 Neighborhood Meeting
45 Forest Avenue, Portland, ME 04101

Members of the Public in Attendance:

	NAME	E-MAIL
1.	George Rheault	George.rheault@gmail.com
2.	Martin Lodish	mlodish@portlandstage.org

Developer and Consultant Team in Attendance:

	NAME	E-MAIL
1.	Peter Heil	pheil@acorn-engineering.com
2.	Zachary Stevens	zstevens@acorn-engineering.com
3.	Ryan Senatore	ryan@senatorearchitecture.com
4.	Soren DeNiord	soren@sorendenior.com
5.	Haynes Johnston	haynes@newheightgroup.com



**45 Forest Avenue
Major Site Plan Submission**

Neighborhood Meeting Minutes

September 30, 2021 / 5:30 pm

Remote meeting via Zoom

Project Team Attendees:

Peter Heil (PH): Civil Engineer/Presenter (Acorn Engineering)

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

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

Soren DeNiord (SD): Landscape Architect/Presenter (LA)

Haynes Johnston (HJ): Applicant (Redfern Properties LLC)

Meeting started at approximately 5:30 pm.

Presentation:

Haynes Johnston:

- Proposed Historic renovation of 45 Forest Avenue into 81 residential apartments
 - (50) Studios
 - (31) One-Bedroom
- Project will comply with new Inclusionary Zoning requirements, including
 - 25% (21) of apartments will be available at 80% AMI
- Project includes historic renovation of the existing building
 - o Site was originally built as office space and switchboard operations, largely abandoned for the last couple decades
 - o Design alterations will be primarily interior-based.
 - o Exterior shell to be renovated back to its original state. Some landscaping improvements in progress with Soren DeNiord
- Design and construction will be in line with the National Park Service's standards

Peter Heil:

- Introduction of project and project team
- This Neighborhood Meeting is a requirement as part of the Major Site Plan Review
- This meeting is part of the planning board approval process, a sign in sheet is available for everyone which will become public record along with the meeting minutes.
- Project Overview
- Overview of site in relation to neighborhood
- Site mostly abandoned for the past few years
- Proposal includes 81 residential units within the 6-story existing building
- Property has been surveyed by Northern Survey Engineering and the project team
- Proposed building includes shared lounge and fitness area
- Currently B3/B3c zoning districts and Congress Street Historic district
- Two parcels, totaling 0.88 acres, bounded by Forest Avenue, Cumberland Avenue and Oak Street. With the division of the parcels the proposed project site will be 0.29 acres.
- Provides increased opportunities for in-city living, representing a variety of income levels.
- Installing an updated electric service, domestic water service, and sanitary service to the existing building located at 45 Forest Ave
- Primary access is anticipated through an existing easement off Forest Avenue and Oak Street. Emergency access potentially provided from Deland Court.
- A transportation demand management plan has been made to provide opportunities for alternative transportation options to and from the proposed site.
 - o Reduced transportation demands, encouraging multimodal trips to and from the site, and benefiting the local transportation system.
- Overview of Architecture
 - o Existing building with a few exterior improvements
 - o Overview of elevations
 - o Overview of floor plans and layout and different uses
- Overview of landscape/access concepts
- Next steps – Planning board workshop to occur 10/12/21. We encourage everyone to join us there.
- Development presentation concluded and public comment process will start

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.

George Rheault: When you subdivide the building, does the phone company not use the loading dock? Will there be any conflict with pedestrian access in this area?



- **Peter Heil:** The project is located the proposed lot division property and does not include the access drive. There are access easements to the building, and deliveries and garbage pickup are occasionally made in this area.
- **Haynes:** There will be gates at the access of Oak Street and Deland Court. We will have easement rights but will not own the entry of Oak Street. We will generally know the delivery/pick-up schedules. Both Oak Street and Forest Ave building entrances will be primary means of entry way for tenants. Forest Ave entrance is the elevator lobby. Lots of benefit from both entryways.

George Rheault: Will the public know if the courtyard will be a passageway used for a cut through or will it be park/landscape area for the public? Will there be gated access/ discouragement of public engagement?

- **Peter Heil:** We are still in progress of creating site improvements in the courtyard to allow for a safe pedestrian environment. Current conversations are favorable to site improvements made off the property. Currently in the legal process required to obtain the right to do so. Working out the Right, Title, and Interest.

George Rheault: I hope that if people are going east, they prefer to utilize the Oak Street passageway. Is there a real phase II plan to take over the building next door?

- **Haynes:** There is no plan or phase II for the building next door. We do not plan to acquire that building. We are trying to promote pedestrian access to Oak Street as a part of this project and intend to encourage people to go through the alleyway (for example, by considering a mural). This corner is expected to be much more active once this building is occupied.

Martin Lodish: When will the first room be rented? Will we shut down sidewalks during façade work? Or it is simple cosmetic items? Looking at the floor plans, will the apartments have windows?

- **Haynes:** Spring/Summer of 2023
- **Ryan:** The façade work is minimal, should not affect the pedestrian access to the sidewalk. The building is shaped like a horseshoe, which allows windows on the interior side of the building as well.
- **Haynes:** There will be a lot of natural light in the apartments.

George Rheault: Will there be window replacement? What is the timeline with the historical reviewer? Are there any rooftop amenities?

- **Ryan:** This building is in great shape and has been well maintained. Most windows in the facade have been replaced and insulated. A few will be replaced to match the others. We do have original windows in the courtyard. Roughly 1/3rd of the way through the process with the historical reviewer. We are not currently planning for rooftop outdoor space.

George Rheault: What will be located for a first-floor building program? If I have a disability, how do I access the building? Does Deland Court meet ADA requirements?

- **Haynes:** There will be a lounge and fitness room located on the first floor of the building. There is ADA access from the rear of the building. The grading is yet to be determined as the programing is undecided. Tenant access will not be provided from Deland Court.

George Rheault: Are you partnering with a specific location to provide parking? Will apartments be cheaper for not providing parking? Could tenant's moving vans use the access off Oak Street? Will there be any two-bedroom units?

- **Haynes:** We are not providing parking, and there will not be a variable rate on our units. We anticipate providing a list of parking options offsite. We haven't anticipated the demand for moving day at this point in the project. All units will be 1-bedroom and studio units.



- **Peter Heil:** As part of the Transportation Management Demand Plan submitted, we are offering incentives to promote multimodule options (bus passes, car services, etc.) to try to reduce parking demand.

Closing Comments

Peter Heil:

- Meeting Minutes will be available on planning board website / attached to memo as part of the public record
- Thanks everyone for joining and the discussion

Meeting concluded at approximately 6:10 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,



Peter F. Heil, PE
Project Manager
Acorn Engineering, Inc.
pheil@acorn-engineering.com



Memorandum

Att. 30

Date:	November 18, 2021	Project#:	203418
To:	Jeanie Bourke – Portland Plans Review Team Leader		
From:	Zach Blanchard, P.E. (MA) – Code Red Consultants		
Re:	45-55 Forest Ave – Portland, ME Party Wall/Building Separation Request for Alternate Method of Design		
Cc:	Carl Nelson, P.E. (MA) – Code Red Consultants Ryan Senatore – Ryan Senatore Architecture Reid Tozier – Ryan Senatore Architecture Haynes Johnston - Redfern Properties		

This memorandum has been prepared to document our request for an alternative method of design associated with the party wall separation between the 45 and 55 Forest Ave buildings in Portland, ME.

This alternative method of design request is based on Maine Uniform Building Code (MUBC), Section 104.11 on the basis that the proposed configuration is not less than the equivalent of that prescribed in the Code in terms of quality, strength, effectiveness, fire resistance, durability, and safety.

Project Description

The project includes the renovation of the 45 Forest Ave building, which includes a change of occupancy classification from an office building to a fully renovated residential apartment building. The existing building at 45-55 Forest Ave is a single structure on a single lot with a substantial wall which separates the two addresses. The two structures are structurally independent (although legally the same building) and the 55 Forest structure was an addition after the 45 Forest building was originally constructed.

As part of the project, the 45 Forest Ave building will be sold to a new owner (Redfern Properties) and the existing lot will be subdivided, creating a zero-lot-line condition at the existing separation wall (hereafter referred to as a party wall). A party wall is a wall located on a lot line between adjacent buildings which is used for joint service, and is constructed as a fire wall without openings to create separate buildings (MUBC 706.1.1). The party wall separating the two structures will be compliant with MUBC Section 706, except as specifically stated within this memo. The existing buildings and party wall are shown in the following figure:



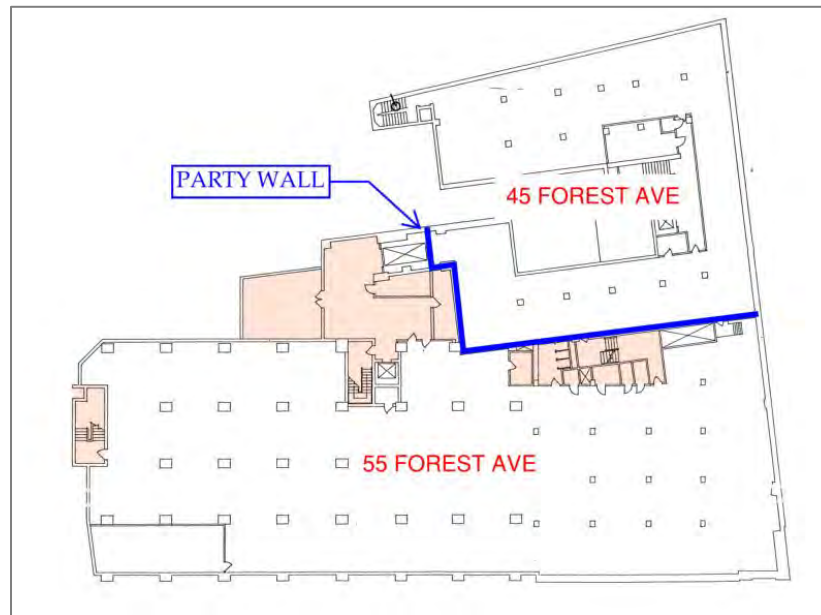


FIGURE 1: PARTY WALL SEPARATION

Currently, a required means of egress from 45 Forest Ave building is through the party wall which consists of a door directly into a 2-hour rated stair enclosure within the 55 Forest Ave building. Stair 3 within the 55 Forest Ave building is a required means of egress to prevent excessive dead-end corridors and common paths of travel on all floor levels from the west side (plan south) of 45 Forest Ave. The two means of egress stairs within 45 Forest Ave are therefore Stair 5 and Stair 3 in Figure 2.

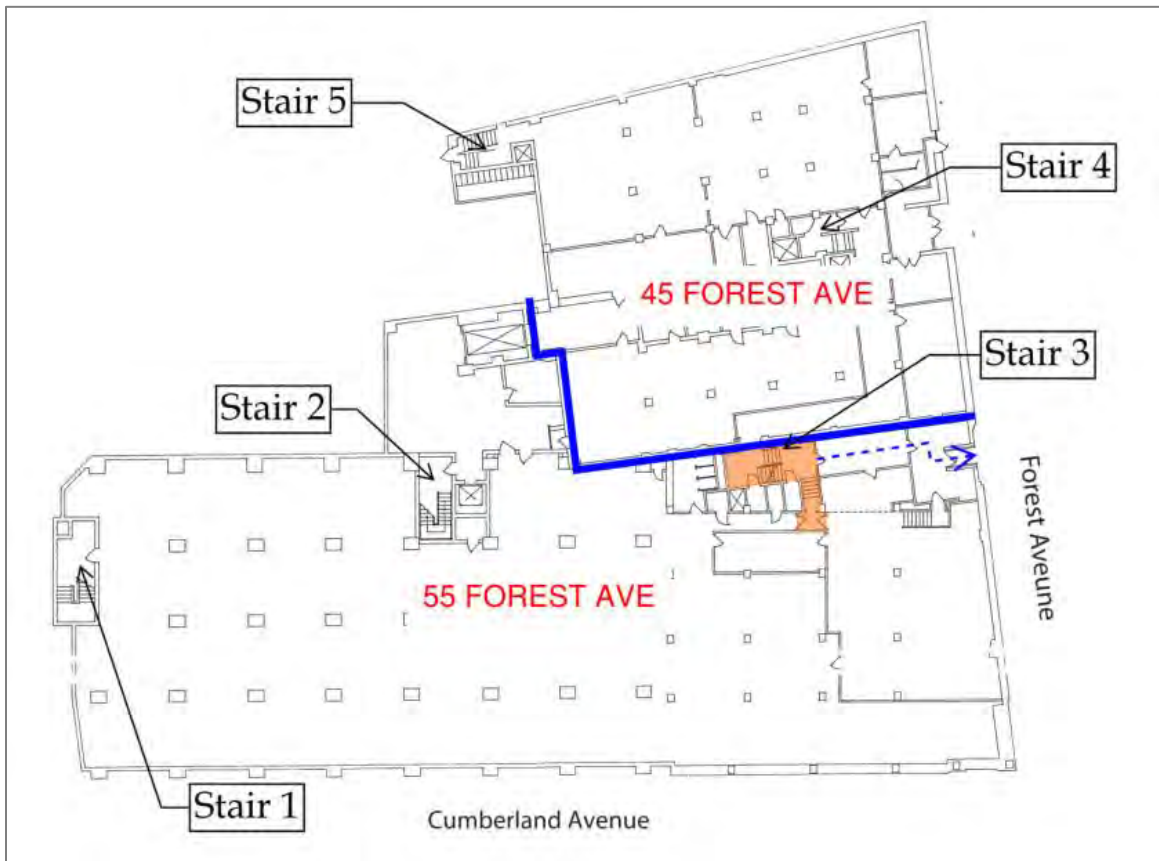


FIGURE 2: LOCATION OF SHARED EGRESS STAIR

Once an occupant crosses the party wall separation to enter the egress stair, the occupant remains in the 55 Forest Ave building until they reach exit discharge on the First Floor of the building. Stair 3 in 55 Forest Ave discharges through the interior of the building on the First Floor as detailed in the blue dashed line in Figure 3.

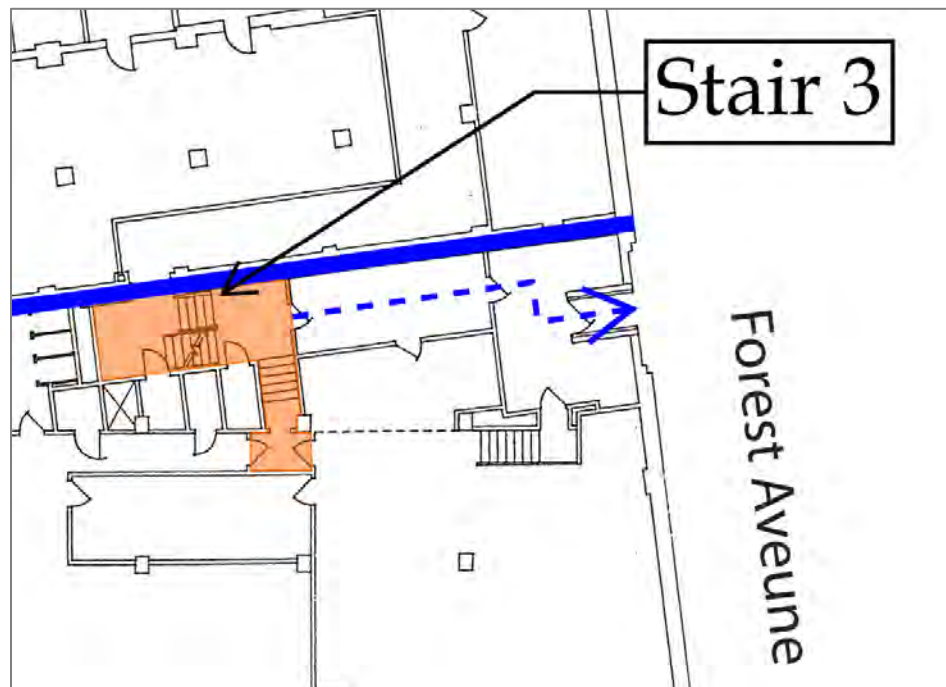


FIGURE 3: 45-55 FOREST AVE STAIRS

Code Requirements

Portions of a single structure are permitted to be classified as separate buildings when separated with a fire wall, that is, a fire-resistance rated wall which extends from foundation to (or through) the roof with sufficient structural stability to allow collapse of either side without collapse of the wall (MUBC 706.1 & 202). When a fire wall is located on a lot line, it is classified as a party wall in accordance with MUBC Section 706.1.1. Party walls are required to be constructed as fire walls, and are not permitted to contain openings which connect the two buildings. Due to the sale of the 45 Forest Ave building and subdivision of the existing lot, a party wall is required to legally separate the 45 and 55 Forest Ave buildings and must also be compliant with the new construction requirements of MUBC Section 706.

To be in compliance with the MUBC, the existing separation wall is required to be classified as a party wall. Therefore, it is required to comply with MUBC Section 706, which includes but is not limited to, the following:

- **Fire-Resistance Rating.** 3-hour rated fire wall (or back-to-back 2-hour exterior walls (i.e. double fire wall) as detailed in NFPA 221 Section 6.5) (MUBC 706.4);
 - o MUBC Section 706.2 details that fire walls designed and constructed in accordance with NFPA 221 shall be considered compliant;
 - o NFPA 221 Section 4.5 details that back-to-back 2-hour wall assemblies is equivalent to a single 3-hour wall assembly.
- **Structural Stability.** Be structurally independent to allow collapse of either the 45 or 55 Forest Ave buildings without collapse of the wall (MUBC 706.2);
- **Continuity.** Has vertical and horizontal continuity (MUBC 706.5 and 706.6); and
- **Party Wall.** Is not permitted to contain any openings.

Since the 45 Forest Ave building must rely on the exit stair in the 55 Forest Ave building, compliance with the MUBC cannot be achieved and an alternative method of design in accordance with MUBC Section 104.11 is being sought.

Alternative Method of Design

In accordance with MUBC Section 104.11, the design team is seeking an alternative method of design to MUBC Section 706.1.1 to allow the use of limited openings within a party wall. The following items are addressed when considering the use of openings in a party wall separation:

1. Fire rating:
 - a) Based on existing documentation as well as visual observations from the design team, the 55 Forest Ave wall is infilled between columns with 8" of CMU or a 12"x12" with 4" thick terracotta masonry block. The 45 Forest Ave wall consists of an existing 14" concrete wall as part of the original construction of the building. Each existing exterior wall minimally provides a 2-hour fire-resistance rating in accordance with MUBC Section 722.2.1.1.
 - b) Any openings between the two buildings, including an existing shared service elevator, that is not directly related with the required egress stair will be infilled. Back-to back 2-hour ratings will be provided and will maintain the structural independence previously detailed.
2. Structural Independence
 - a) A 1-inch gap is provided between the two structures and although the two are built against each other, the two buildings have their own structural independence such that the collapse of one building will not cause the collapse of the wall or adjacent building (based on Colby Company, LLC Report dated 11/14/2019, with specific documentation included in **Attachment A**).
3. Fire Wall Continuity
 - a) The fire wall separation is continuous from exterior wall to exterior wall and provides a complete separation of the two buildings. The fire wall terminates at the interior surface of the exterior sheathing, which will extend a horizontal distance of not less than 4 feet on both sides of the wall (MUBC Section 706.5 Ex. 2).
 - b) At both the front and the rear of the building, a 1-hour fire-resistance rating (with 45-minute opening protectives) will be provided at the exterior walls for a distance of not less than 4 feet on each side of the fire wall (MUBC 706.5.1(1)).
 - c) Vertical continuity for the fire wall will be maintained in accordance with MUBC Section 706.6 using the stepped building approach. The fire wall and exterior wall of the taller building extends beyond the height of the lower roof, maintaining a full 1-hour fire-resistance rated for its entire height (MUBC 706.6.1).
4. The egress doors on every floor level will be locally alarmed such that they are not utilized for convenience purposes or blocked open. In addition, the doors will contain

emergency egress signage such that they are used in emergency conditions only. This method is intended to prevent occupants from using the stairs for convenience such that the fire-rated separation between the buildings is maintained at all times with the exception of emergency conditions. The door between the two buildings will contain a 3-hour fire-resistance rating in accordance with MUBC Table 716.5 (Typically, back-to-back walls will contain two separate 90-minute rated doors. Since this opening is required for egress purposes, a single 3-hour door is proposed to maintain the separation). The only opening in the party wall will be directly related to accessing the stair enclosure which will only be used as a means of egress under emergency conditions. The interior exit stairway is not permitted to be used for any other purpose other than a means of egress. The stair doors leading to the interior of 45 Forest and 55 Forest, respectively will be locked but will be provided with the capability of being unlocked through activation of the fire alarm system and from the respective fire command centers in accordance with MUBC Section 403.5.3. In addition, re-entry will be provided on at least two levels (including the top level or next-to-top level) and another level with not more than four intermediate stories where it is possible to leave the stair in either direction to access an alternative exit.

5. If this proposal is acceptable, an easement agreement will be developed between the owners of the 55 Forest Ave and 45 Forest Ave buildings to ensure that the stair will be readily available at all times as a means of egress in the event of an emergency for the 45 Forest Ave occupants. Stipulations of the agreement will be transferrable across all owners over the life of both buildings irrespective of future ownership. By executing an easement agreement between the two owners, the owner of 55 Forest Ave would acknowledge that it is their responsibility to maintain the opening and egress stairs at all times as well as allow the use of the stair by the 45 Forest Ave occupants at all times. The development of an easement agreement between the two owners to allow use of the stair was a condition of the sale of the building as listed on the Purchase and Sales agreement for the 45 Forest Ave property.
6. The current 45 and 55 Forest Ave buildings are not protected with automatic sprinklers but are both served by a single fire alarm system. As part of the renovation to 45 Forest Ave., the entire building will be provided with automatic sprinklers in accordance with NFPA 13. The sprinkler protection will be extended on all floor levels within the stair enclosure for an added layer of protection to the 45 Forest Ave occupants as outlined in the easement agreement. In addition, a new fire pump and standpipe system will be installed within the building. A new fire alarm system with emergency voice alarm communication capabilities will be installed within the 45 Forest Ave building, which will be entirely separate than the systems in the 55 Forest Ave Building.

Conclusion

Based on the prescriptive code requirements of the MUBC, the use of an opening through a party wall and the use of an egress stair within another owner's building is not permitted. Please consider approval of this alternative method of design based on existing constraints within the buildings and proposed fire/life safety improvements to allow the use of limited openings for emergency egress purposes only in the shared party wall.

We appreciate your consideration on this matter and please do not hesitate to contact us with any questions.

Sincerely,



Zach Blanchard, P.E. (MA)
Code Red Consultants, LLC

Attachment A: Structural Independence Documentation

Consolidated Communications 45/55 Forest Avenue Utility and Infrastructure Separation Study FINAL



November 14, 2019

45 and 55 Forest Avenue
Portland, ME 04101

Prepared For:



Prepared By:



FIRE WALL STRUCTURAL INDEPENDENCE EXCERPTS

cooling towers, for the combined buildings chilled water system, are located on the 55 Forest Avenue building roof. The primary exit from the roof for both buildings is through Stair #3 which is shared by both buildings and is located on the 45 Forest Avenue roof. Both buildings were re-roofed in 2011 and the condition of the roofs was not inspected during Colby Company's site investigations.

3.1.4 Fire Wall

The building areas were constructed separately at different times and have since undergone several renovations. The current wall separating the two buildings does not meet all requirements for a fire wall; however, the structure was determined to be independent between the 45 and 55 areas of the building and the materials of construction appear to allow the possibility of modifying to comply with fire wall requirements. See the Existing Condition - Structural section for further information regarding structural relationship/separation of the two buildings.

3.2 Existing Condition - Structural

The building structure is a product of the several phases of construction and growth of the property. Existing documentation available includes the 1970 documents for 55 Forest, obtained from Harriman Associates, dated circa 1970, and shows the design intent of this portion of the structure. A one-inch gap is shown between the existing and new structures along the north/south dividing wall (shown near what is column line 5 in this drawing set). This gap is consistent with visual observations of a joint in this area, as well as with notation on the drawing to maintain a joint between new and existing construction.

Additional documentation provided by Harriman Associates includes drawing sets from Densmore and LeClear from 1911, 1924, 1928 and 1931, detailing different additions, alterations and new construction of 45 and 55 Forest Avenue. From these documents, it is clear that 45 and 55 Forest Avenue have their own independent structural systems, though they are built against one another. The construction does satisfy the IBC definition of fire wall structural stability per 706.2, as the collapse of one building will not bring about the collapse of the wall of the adjacent building. See Separation scope: Architecture/Life Safety for Fire Barrier information.

3.3 Existing Fire Alarm

An addressable fire alarm control panel (FACP) is located in the Lobby area of 45 Forest Avenue with voice amplifier cabinets installed in the room behind. The system serves all floors of both 45 and 55 Forest Avenue. A graphic annunciator for the building zones is located adjacent to the FACP. The panel was manufactured by Siemens and is a Cerberus Pyrotronics Model MXL. It appears to have been installed in 1991 and, at over 25 years old, has exceeded its expected service life. Initiating devices are typically smoke detectors and pull stations. Notification appliances are speaker-strobes with both "all-call" and selective zone paging. A firefighter's telephone system is installed to provide communication within the building to the fire alarm control panel. An AES Intellinet mesh radio transceiver is installed for off-premises signal transmission.

3.4 Existing Fire Protection

There are no automatic fire sprinkler systems in either building.

Each building has a 6-inch fire water entrance for an automatic wet standpipe system with a dedicated fire pump in each building. The fire pump in 45 Forest Avenue is a Fairbanks Morse 5874AF horizontal split case pump, rated for 500 gpm at 85 psi with a 40 hp, 208V, 3-phase motor. It was manufactured in

The following is a description of the primary electrical service in 55 Forest Avenue:

- All of the primary service electrical equipment serving both buildings is currently installed in the 55 Forest Avenue basement.
- A 6000A, 480/277V service enters 55 Forest Avenue and serves the electrical equipment in the basement electrical room. A 1000A circuit in the main switchboard feeds a secondary distribution panel (PNL NDP) through a manual transfer switch. Another 1000A circuit in PNL NDP then serves a 500KVA transformer in the basement that steps down the 480V power to 208/120V.
- The 500 kVA transformer feeds a 1200A, 208/120V switch board which serves all the loads in 45 Forest Avenue. The 45 Forest Avenue transformer and switchgear are in good condition and seem to operating satisfactory.
- Only the various sub panels fed from the 208/120V switchboard are located in 45 Forest Avenue. There is a clear separation of the services at the point of the breaker in NDP. The distribution panels throughout the building only feed loads within the building that they are located in.

4.0 SEPARATION SCOPE OF WORK

4.1 General

Consolidated Communications is interested in the scope of work to separate “shared” critical infrastructure that serves both buildings. Following are the recommendations for separating key shared systems including:

- Architectural/Egress and Life safety
- Fire Alarm
- Fire Protection
- HVAC/Plumbing
- Electrical Power

4.2 Separation Scope: Architectural/Egress – Life safety

With the determination that both Building 45 and 55 Forest Avenue are structurally independent, the shared wall encompassing the separate structures is required to be a fire wall to allow for separation of the two buildings per code.

Per International Building Code (IBC 2015), Section 503 states: “Each portion of a building separated by one or more *fire* walls complying with Section 706 shall be considered to be a separate building.” A fire wall as defined by IBC 2015 is “A fire-resistance-rated wall having protected openings, which restricts the spread of fire and extends continuously from the foundation to or through the roof, with sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall.” and are required to be constructed per NFPA 221 per Section 706.

Per a review of existing condition drawings, it was determined that the two buildings, are structurally independent; allowing wall and structures to move independently. See the Existing Structural Section for more information on structural dependencies.

Public Comment re: 45 Forest Avenue Apartments



Subscribe ☐

0 views



George Rheault <george.rheault@gmail.com>

2:03 PM (1 hour ago)

to Planning Board, Christine Grimando, kkraft, jra...@portlandmaine.gov, jmy, Abigail Reed

As a resident homeowner in the vicinity of the 45 Forest Avenue project, I commend the applicant on what promises to be an excellent adaptive re-use for the former telephone company headquarters.

Below are some issues and concerns which it is important for the Planning Board and planning staff to address in its review of the project.

(1) HUMAN EXPOSURE TO COMMUNICATIONS RADIATION

One of the most striking and obvious things about the project site is the large array of communications equipment and microwave relays placed on the top of the building. See attached photo.

I have no idea whether any of this stuff is still functional and/or actively transmitting radio waves around. Future residents, especially those who may remain occupants for extended periods of time (a year or more), probably would like some indication of what is beaming around them at all hours, if anything, and whether they should have any concerns about potential interference with their bodies or the rest of their environment (including their own personal communications equipment). Maybe the roof is covered with lead and thus there is nothing to worry about. But people spending time at this location 24/7 month after month is a different exposure profile than office workers who come and go (and often never spend time there day in and day out even during normal business hours).

A related, but critical question, is what standards would planning staff be using to evaluate this question and whether they need to bring in outside expertise to evaluate the situation including independently collecting data so as not to have to rely exclusively on self-serving representations from the applicant and its affiliates (including Consolidated Communications, which is a development partner here, even if only as a willing seller and neighbor).

2) OAK STREET ACCESS

During the neighborhood meeting, I learned that a good portion of the street level life of this project will likely take place through the "back door" of the building through the existing Oak Street service driveway. Currently that driveway is a drab, vandalized, foreboding and ugly utilitarian after-thought on a section of street with a dramatic slope (thus treacherous in winter). See attached photo.

While the applicant may only have easement rights to the driveway, it is incumbent on the city's planning process to ensure that this entrance gets proper design attention and is sufficiently "spruced up" to ensure that this area is welcoming and befits a project of this scope and expense.

Having watched for years how much time and attention (and money) the Planning Board has exhausted on projects regarding their entry areas (either imploring them to be toned down or jazzed up), it would be curious to say the least if the planning staff have nothing to say about the access experience at either the Oak Street side OR the Forest Avenue side. The Planning Board should also make it clear whether it is once again sidelined by the "historic preservation" turf question and thus it cannot weigh in on such things until the Historic Preservation Board has taken its pound of flesh (which because Redfern is a friend of City Hall, will likely be minimal, along with the fact that exterior changes called for here will be relatively light).

3) MOVING & DELIVERIES

Related to (2) above, a large building like this needs to have a plan for the constant swirl of activity that will be associated with it, especially for tenants who intend a "work-from-home" existence here. The applicant should be required to get as much of the package delivery (UPS, FEDEX, Amazon, USPS) off the street as well as a management plan for move-ins/move-outs and other kinds of deliveries (furniture, groceries, etc.). Residents themselves, whether or not they have cars, will likely be engaged in a far amount of dropping off of people (guests, etc.) in their daily routines and this should be anticipated and planned for (it was largely an after-thought at 200 Federal Street which will come back to haunt everyone in the area - inside the building and out).

4) BUILDING HISTORY ACKNOWLEDGEMENTS

Hopefully the applicant will see some value beyond just tax credits in helping to uncover and communicate the building's history to those inside and out. Portland talks a good game about embracing its historical fabric but often does a terrible job getting the facts correct and helping educate the public why all this energy and expense is worth it.

Fortunately there is a lot of material easily available for this "landmark" such as here:

<http://telephones.newenglandhistorywalks.com/portland>

At a minimum, the 1919 labor history involving the striking switchboard operators deserves a plaque or other clear public acknowledgement. While this labor action was essentially a Massachusetts-based effort, it had an important component here in Portland and therefore deserving appropriate recognition. For relevant background see links below:

<https://pmwht.org/places/congress-street/c18-new-england-telephone-exchange.html> (FYI - the producers of this material use photos that confuse the building history - the Art Deco portion of the telephone complex did not exist at the time of the 1919 labor action and both the original building and the Art Deco annex both were extended in height from their original constructions post-1919).

<https://www.massmoments.org/moment-details/telephone-operators-strike.html>

<https://www.wgbh.org/news/2016/04/22/local-news/more-things-change-97-years-ago-phone-company-was-also-dealing-strike>





Consolidated
COMMUNICATIONS
**PRIVATE
PROPERTY
NO
TRESPASSING**
POLICE TAKE NOTICE
VIOLATORS WILL BE PROSECUTED
1-866-841-7475

NOTICE
**NO
TRESPASSING**



Consolidated
COMMUNICATIONS
**PLEASE KEEP
GATE LOCKED
AT ALL TIMES**

45 FOREST AVENUE REDEVELOPEMENT

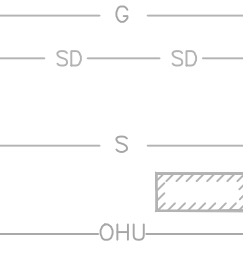
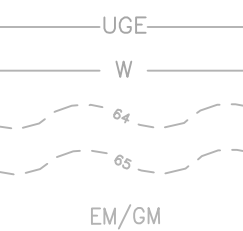
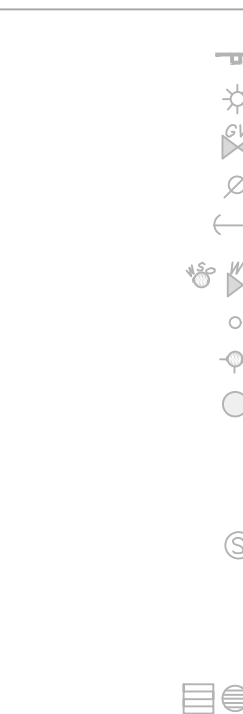
REDFERN PROPERTIES, LLC
PORTLAND, MAINE

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

LEGEND

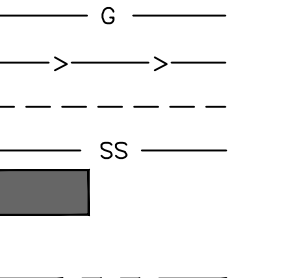
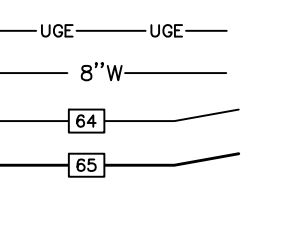
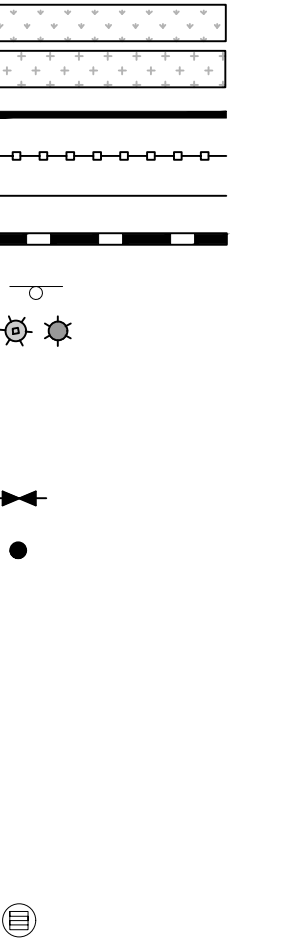
EXISTING

REFER TO
BOUNDARY &
TOPOGRAPHIC
SURVEY FOR
ADDITIONAL
INFORMATION



GREEN SPACE
UTILITY PAVEMENT CUTS
STRIPING
SEDIMENTATION BARRIER
EDGE OF PAVEMENT
CURB
SIGN
LAMP OR LIGHT POLE
GAS VALVE
UTILITY POLE
GUY WIRE
WATER VALVE OR SHUTOFF
BOLLARD
FIRE HYDRANT
MANHOLE
LIGHTING WALLPACK
OVERHEAD LIGHTING
SANITARY MANHOLE
DOGHOUSE MANHOLE
SANITARY CATCH BASIN
STORM DRAIN CATCH BASIN
STORM DRAIN MANHOLE
UNDERGROUND ELECTRIC LINE
UNDERGROUND WATER LINE
MINOR CONTOURS (1 FT)
MAJOR CONTOURS (5 FT)
ELECTRIC OR GAS METER
TELEPHONE
FIRE ALARM
GAS LINE
STORM DRAIN LINE
FOUNDATION DRAIN LINE
SEWER LINE
BUILDING
OVERHEAD ELECTRICAL/TELEPHONE/CABLE
PROPERTY LINE

PROPOSED



INDEX

C-01	COVER SHEET & LEGEND
C-02	GENERAL NOTES
EX	EXISTING CONDITIONS PLAN — BY NORTHERN SURVEY ENGINEERING DATED MARCH 29, 2021
C-10	SITE & UTILITY PLAN
C-40	SITE DETAILS
C-41	UTILITY DETAILS — 1
C-42	UTILITY DETAILS — 2
C-43	EROSION CONTROL NOTES
C-44	EROSION CONTROL DETAILS

UTILITIES

SEWER

DEPARTMENT OF PUBLIC WORKS (DPW)
250 CANCO ROAD
PORTLAND, MAINE 04101
CONTACT: BRAD ROLAND, P.E.
(207) 874-8834



WATER

PORTLAND WATER DISTRICT
225 DOUGLASS STREET
PO BOX 3553
PORTLAND, MAINE 04104
CONTACT: ROBERT BARTELS, P.E.
(207) 774-5961



ELECTRIC

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



TELEPHONE

CONSOLIDATED COMMUNICATIONS
(FORMERLY FAIRPOINT)
45 FOREST AVE
PORTLAND, MAINE 04101
JAY CUNHA
603-433-2090



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

REDFERN PROPERTIES, LLC
PORTLAND, MAINE
CONTACT: JONATHAN CULLEY
(207) 776-9715



ARCHITECT

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



SURVEYOR

NORTHERN SURVEY ENGINEERING LLC
BRUNSWICK, MAINE
CONTACT: SEAN PIERCE, P.L.S.
(207) 440-3487



MEP DESIGNER

BENNETT ENGINEERING
FREEPORT, MAINE 04032
CONTACT: WILL BENNETT, P.E.
(207) 865-9475



CIVIL ENGINEER

ACORN ENGINEERING, INC
PORTLAND, MAINE
CONTACT: WILLIAM SAVAGE, P.E.
(207) 775-2655



GENERAL CONTRACTOR

TBD

ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION	
A.C.	ASBESTOS CEMENT
APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
C.I.	CAST IRON
CIP	CAST IN PLACE
CL	CENTERLINE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARD
DI	DUCTILE IRON
DIA.	DIAMETER
DIM.	DIMENSION
EA	EACH
ELEC.	ELECTRICAL
ELEV. EL.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FD	FOUNDATION DRAIN
FT.	FEET
GAL.	GALVANIZED
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
M.E.P	MECHANICAL, ELECTRICAL, PLUMBING DESIGNER
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
PERF	PERFORATED
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PR.	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

PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION



VICINITY MAP
SCALE: 1"=500'

ISSUED FOR
PPH
MAJOR SITE PLAN
COMMENT RESPONSE
PPH
TBD

BY
DATE
7/16/2021

COVER SHEET & LEGEND

PROJECT NAME/ADDRESS:
REDFERN PROPERTIES, LLC

CLIENT/OWNER OF RECORD:
REDFERN PROPERTIES, LLC
PO BOX 8816 PORTLAND, MAINE 04104

ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2655

STATE OF MAINE
WILLIAM H. SAVAGE
9/30/21
LICENSED PROFESSIONAL ENGINEER

FILE: 1148_CIVIL

JN: 1148

SCALE: AS NOTED

DESIGNED BY: PPH

DRAWN BY: ZMS

CHECKED BY: WHS/PPH

DRAWING NO.
C-01

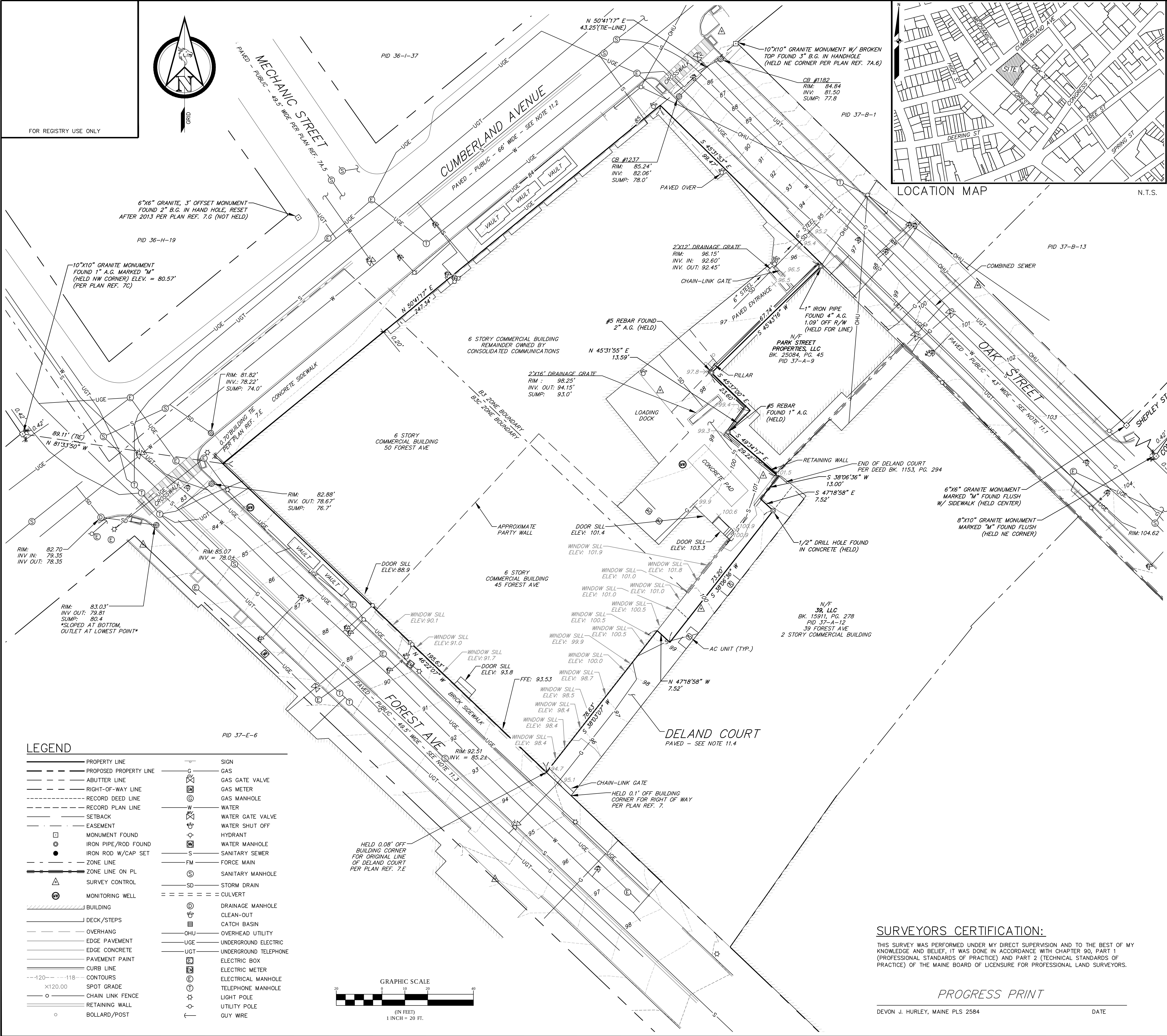
1. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITIES COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE ANY POTENTIAL CONFLICTS 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 (IF APPLICABLE), ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL PREPARE THEIR OWN MATERIAL SCHEDULE BASED ON THE PLANS AND FIELD VERIFICATION BY THE CONTRACTOR. ALL MATERIAL SCHEDULES SHOWN WITHIN THE PLAN SET ARE FOR GENERAL INFORMATION ONLY.
4. ALL CONSTRUCTION METHODS, TESTING AND MATERIALS SHALL CONFORM TO THE MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE CITY OF PORTLAND AND 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, DIMENSIONS, ELEVATIONS, MATERIALS OF THEIR WORK, INDICATING THEREON ALL VARIATIONS FROM THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS, IN .DWG FORMAT AND PAPER, STAMPED "AS-BUILT". IF AUTOCAD CAPABILITY IS NOT AVAILABLE, EXCLUDE FROM BID IN WRITING.
6. THE CONTRACTOR WILL REMAIN SOLELY AND COMPLETELY RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH 1) ALL CONTRACT PLANS AND SPECIFICATIONS, 2) APPLICABLE INTERNATIONAL BUILDING CODE REQUIREMENTS, AND 3) ALL 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 EXISTING CONDITIONS SURVEY BY NORTHERN SURVEY ENGINEERING DATED MARCH 29, 2021
8. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN A SAFE VEHICLE AND PEDESTRIAN ACCESS 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. CONTRACTOR TO DETERMINE SOIL CLASSIFICATION INDEPENDENTLY FOR TRENCH, SHORING, AND OTHER SIMILAR CONSTRUCTION MEANS AND METHODS APPLICATIONS.
10. 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.
11. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION SURVEY OF INTERIOR SUBGRADE AND ABOVE GRADE ACCESSIBLE WALLS, CEILINGS, FLOORS, ROOF AND VISIBLE EXTERIOR AS VIEWED FROM THE GRADE LEVEL. THIS SHALL BE COMPLETED AT A MINIMUM FOR STRUCTURES DIRECTLY ACROSS THE SITE ALONG FOREST AVENUE, CUMBERLAND AVENUE, AND OAK STREET. A COPY OF THE SURVEY SHOULD BE PROVIDED TO THE OWNER. DOCUMENT WITH PICTURES AT A MINIMUM.
12. THE CONTRACTOR SHALL PROVIDE A GPS MODEL OF THE PROPERTY TO PROVIDE TO ACORN ENGINEERING.
13. THE CONTRACTOR SHALL SURVEY ROCK SURFACE PRIOR TO EXCAVATION AND DEVELOP VOLUME CALCULATIONS TO SHARE WITH THE ENGINEER, ACORN ENGINEERING INC. (ACORN), IF ANY.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL TREES AND SHRUBS ON THE PROJECT WHICH ARE NOT TO BE REMOVED.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY TRENCH PAVEMENT THAT HAS EXPERIENCED EXCESSIVE SETTLEMENT, CRACKING, OR OPENING OF JOINTS. REPAIRS MAY INCLUDE OVERLAY. REMOVAL OF WORK MAY BE NECESSARY AFTER THE FINAL ACCEPTANCE OF WORK OR PRIOR TO THE END OF THE WARRANTY PERIOD. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

CIVIL SITE NOTES:

1. THE CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO ACORN TO MODIFY THE CONTRACT DOCUMENTS.
2. ALL SHOP, ERECTION, AND CONSTRUCTION DRAWINGS SHALL BE CHECKED AND STAMPED BY THE CONTRACTOR PRIOR TO SUBMISSION FOR ACORN'S REVIEW. ANY UNCHECKED OR NON-STAMPED SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.
3. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING STRUCTURES AND SITE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. CONTRACTOR TO NOTIFY ACORN OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
4. DETAILS SHOWN APPLY TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.
5. ALTHOUGH ALL DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT ALL DETAILS ARE ILLUSTRATED, NOR IS EVERY EXCEPTION CONDITION ADDRESSED WITHIN THE CONTRACT DOCUMENTS.
6. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING DIMENSION AND LAYOUT VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF ANY SUBCONTRACTORS.
8. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE OR DIRECT MEANS OR METHODS OF CONSTRUCTION.
9. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING THE CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION EQUIPMENT.
10. DO NOT BACKFILL AGAINST RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE BRACING IS PROVIDED. CONCRETE MAY NEED TO BE CURED FOR 28 DAYS PRIOR TO BACKFILLING AT THE DISCRETION OF THE STRUCTURAL ENGINEER.
11. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND OTHER SUPPORTING ELEMENTS ARE IN PLACE, IF APPLICABLE.
12. ALL PAVEMENT JOINTS SHALL BE SAWCUT AND APPLIED WITH TACK COAT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.
13. ACORN BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND SITE OBSERVATION VISITS DO NOT IN ANY WAY INCLUDE INSPECTION OF THEM.
14. EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CRF PART 1926.650-.652 (CONSTRUCTION STANDARD FOR EXCAVATIONS).
15. ALL TRENCH PAVEMENT REPAIR SHALL BE COMPLETED WITH THE USE OF A STREET PAYER WITH A SCREED WIDTH CAPABLE OF SPANNING THE FULL WIDTH OF THE TRENCH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

1. ALL SITE SOILS-RELATED WORK AND FOOTING EXCAVATIONS PRIOR TO PLACING FORMS SHALL BE REVIEWED BY THE PROJECT GEOTECHNICAL ENGINEER.
2. ALL SITE DRAINAGE-RELATED WORK SHALL BE REVIEWED BY ACORN ENGINEERING.
3. NORMAL REVIEWS BY LOCAL BUILDING DEPARTMENT. NOTIFY 48 HOURS PRIOR TO REQUIRED REVIEW.
4. REQUIRED SPECIAL INSPECTIONS PER I.B.C. SECTION 1705.6 BY AN APPROVED SPECIAL INSPECTOR RETAINED BY OWNER. CONTRACTOR TO COORDINATE SPECIAL INSPECTIONS.
5. SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

- [illegible]



DEVON J. HURLEY, PLS 2584

RECORD OWNER:

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS, LLC

BOOK 25946, PAGE 108

FOR:

REDFERN PROPERTIES

P.O. BOX 8816

PORTLAND, MAINE 04104

BOUNDARY & EXISTING CONDITIONS SURVEY

OF:

CONSOLIDATED COMMUNICATIONS PROPERTY

45 FOREST AVENUE

PORTLAND, MAINE 04101

DRAWN

DJH

CHECKED

SPP

PROJECT NO.

20277

DATE

03/29/21

SHEET SIZE

24" X 36"

SCALE

1" = 20'

SHEET 1 OF 1

REV. BY: DATE: STATUS:

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK.

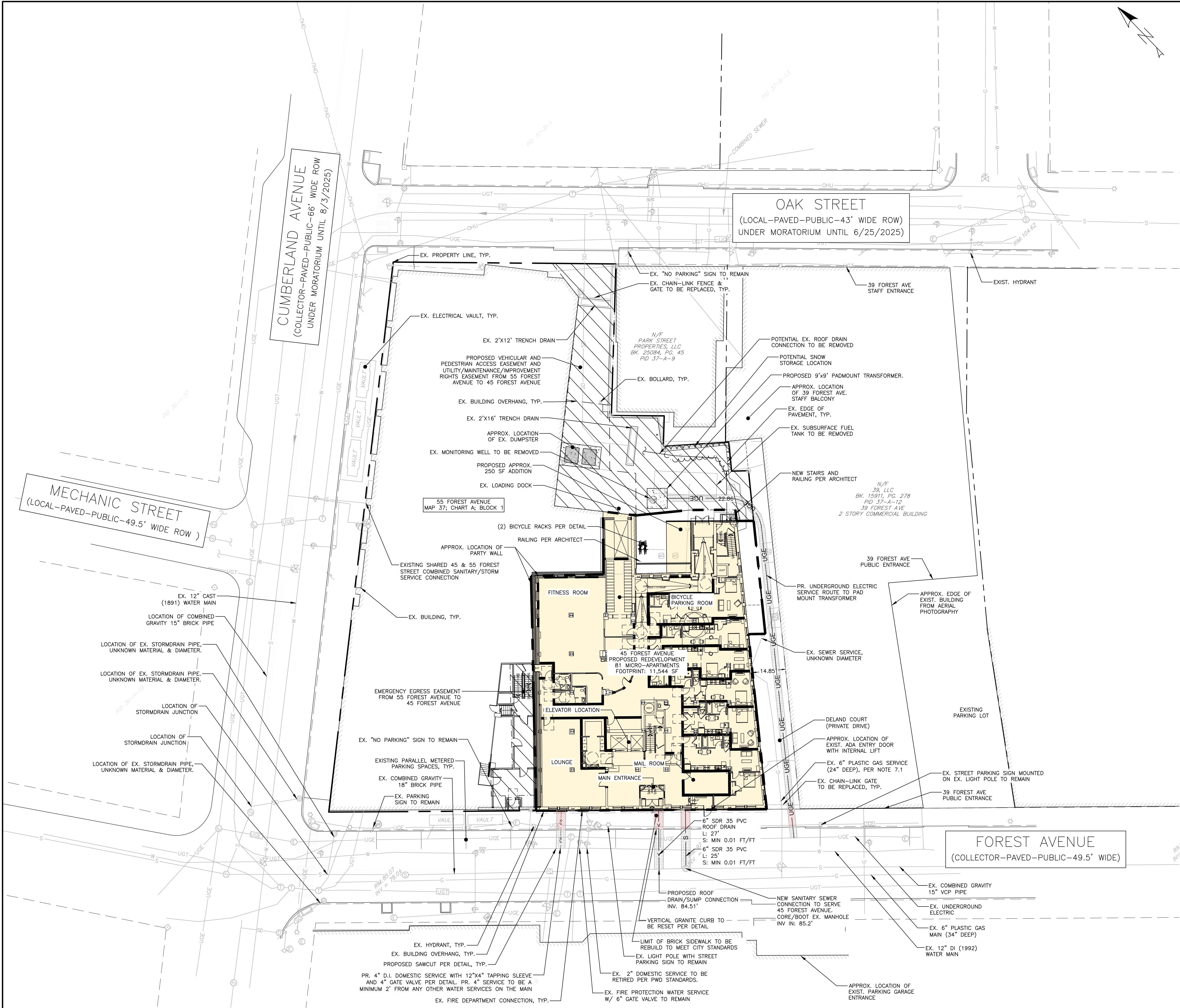
2027-440-3487

22 PARKERS WAY, BRUNSWICK, MAINE 04011

www.northernsurveyengineering.com

NORSE

NORTHERN SURVEY ENGINEERING



- GENERAL SITE NOTES:
- EXISTING CONDITIONS, BOUNDARY SURVEY, AND TOPOGRAPHY FROM THE PLAN TITLED "BOUNDARY & EXISTING CONDITIONS SURVEY" PREPARED BY NORTHERN SURVEY ENGINEERING, DATED 3/29/2021.
 - SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
 - PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
 - ASPHALT TO BE REMOVED MUST BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
 - 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.
 - ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT FOR A MAXIMUM RISE OF 30 INCHES.
 - ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
 - 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			
B3/B3C DOWNTOWN BUSINESS, DOWNTOWN ENTERTAINMENT OVERLAY ZONE, CONGRESS STREET HISTORIC DISTRICT	REQUIRED	EXISTING	PROPOSED (45 FOREST AVE)
MINIMUM LOT SIZE	NONE	0.88 AC	0.29 AC
MINIMUM STREET FRONTAGE	15'	OAK - 99' CUMBERLAND - 247' FOREST - 193'	FOREST - 103'
MAX FRONT YARD SETBACK	5'	0'	0.04'
SIDE YARD SETBACK	NONE	0'	0'
REAR YARD SETBACK	NONE	22.86'	22.86'
MINIMUM LOT WIDTH	NONE	195'	103'
MAXIMUM LOT COVERAGE	100%	83.7%	92.8%
MINIMUM BUILDING HEIGHT	35'	97.72'	97.72'
MAXIMUM BUILDING HEIGHT	210'	97.72'	97.72'
MAX LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLIC STREET	30' (15' IN PAD OVERLAY ZONE)	-	-
BICYCLE PARKING*	40	N/A	40 (INTERIOR)
VEHICLE PARKING**	N/A	N/A	N/A
*BICYCLE PARKING BASED UPON TWO (2) SPACES PER FIVE (5) UNITS WITH 81 UNITS = 32 BICYCLE PARKING SPACES			
**VEHICLE PARKING BASED UPON LAND USE CODE, TABLE 19-B: OFF-STREET PARKING - NO OFF-STREET PARKING REQUIRED FOR CHANGES OF USE.			

- UTILITY GENERAL NOTES:
- LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
 - 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 FIELD VERIFY 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.
 - FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
 - CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
 - SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
 - 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 FINAL WATER METERING OPTIONS. METER MAY 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.
 - EXISTING WATER SERVICE INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT INFRASTRUCTURE MAP FOR 45 FOREST AVENUE AND 95 OAK STREET. CONTACT PORTLAND WATER DISTRICT FOR ADDITIONAL INFORMATION.
 - 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 UNTIL.
 - EXISTING GAS MAIN INFORMATION OBTAINED FROM UNTIL 45 FOREST AVE MAIN RECORD ON 11/25/2020. EXISTING PROPERTY'S GAS SERVICE INFORMATION OBTAINED FROM UNTIL SERVICE CARD ON 11/30/2020. COORDINATE WITH UNTIL FOR ADDITIONAL INFORMATION.
 - ELECTRIC UTILITIES: ELECTRIC 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.
 - CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY CHARTER COMMUNICATIONS AND FAIRPOINT PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.



PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR

BY

DATE

PRE-APP

7/7/2020

PFH

CSS

7/7/2021

PFH

MAJOR SITE PLAN

7/16/2021

PFH

COMMENT RESPONSE

11/12/21

PFH

SITE & UTILITY PLAN

PROJECT NAME/ADDRESS:

REDFERN PROPERTIES, LLC

CLIENT/OWNER OF RECORD:

REDFERN PROPERTIES, LLC

PO BOX 8816 PORTLAND, MAINE 04104

ACORN ENGINEERING, INC.

11419 11/8/21

WILLIAM H. SAVAGE

PROFESSIONAL ENGINEER

FILE:

1148_CIVIL

JN:

1148

SCALE:

AS NOTED

DESIGNED BY:

PFH

DRAWN BY:

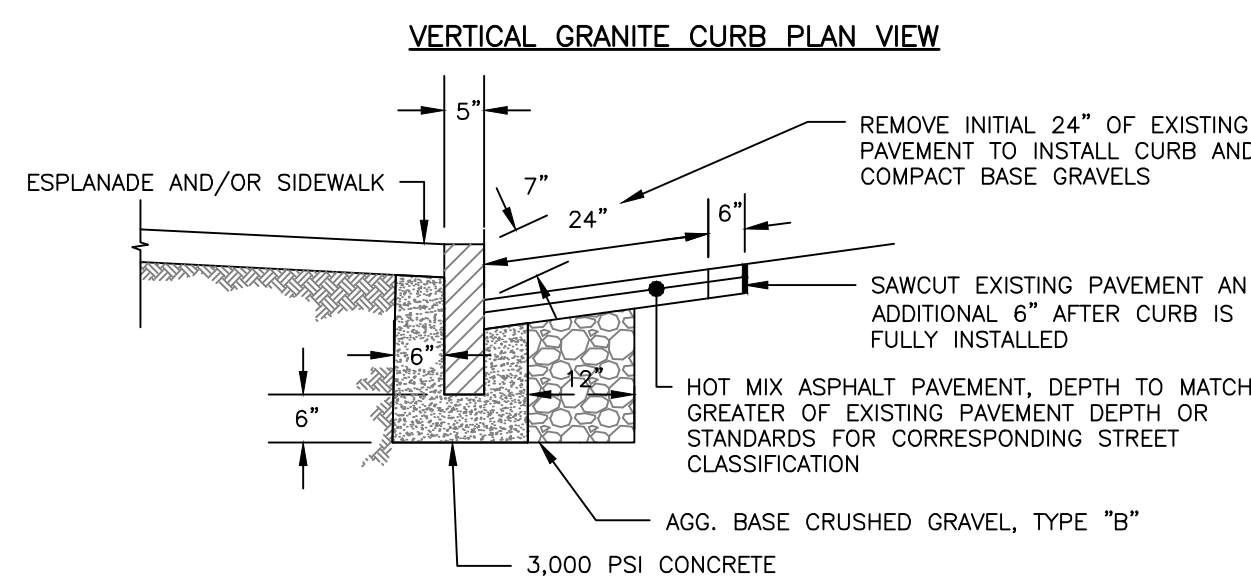
ZMS

CHECKED BY:

WHS/PH

DRAWING NO.

C-10

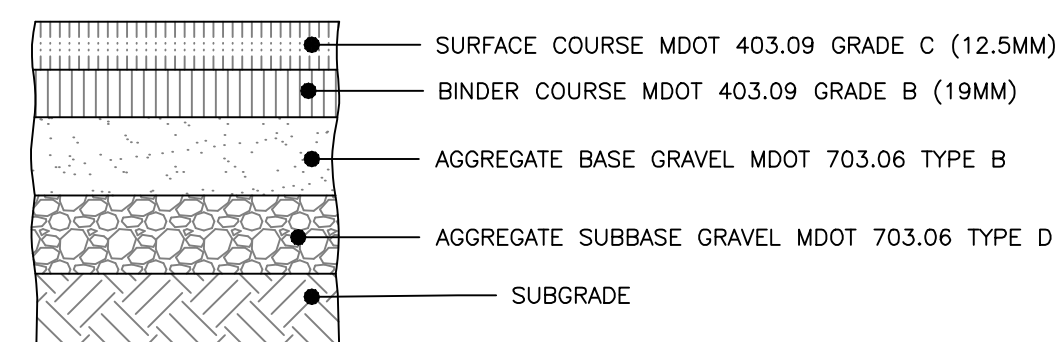


VERTICAL GRANITE CURB CROSS SECTION

NOTES:

1. CURB SHALL BE RESET IN ACCORDANCE WITH MDOT 609.08 WITH THE EXCEPTION OF CURB SPACING TO BE INSTALLED PER DETAIL.
2. INDIVIDUAL PIECES OF CURB SHORTER THAN 4 L.F. ARE NOT ALLOWED, WITH THE EXCEPTION OF RADIAL CURB.
3. THE MINIMUM HEIGHT OF THE CONCRETE BACKING SHALL BE 10 INCHES OR TO THE BOTTOM OF THE HOT MIX ASPHALT PAVEMENT, WHICHEVER IS GREATER, MEASURED FROM THE BOTTOM OF THE CURB.
4. CURBING SHALL BE SET IN A 6-INCH BED OF POURED IN PLACE 3,000 PSI CONCRETE MIX.
5. WOODEN SHIMS MAY BE USED TO SET CURB.

VERTICAL GRANITE CURB AND TIPDOWN INSTALLATION
IN EXISTING STREETS DETAIL
NOT TO SCALE



NOTES:

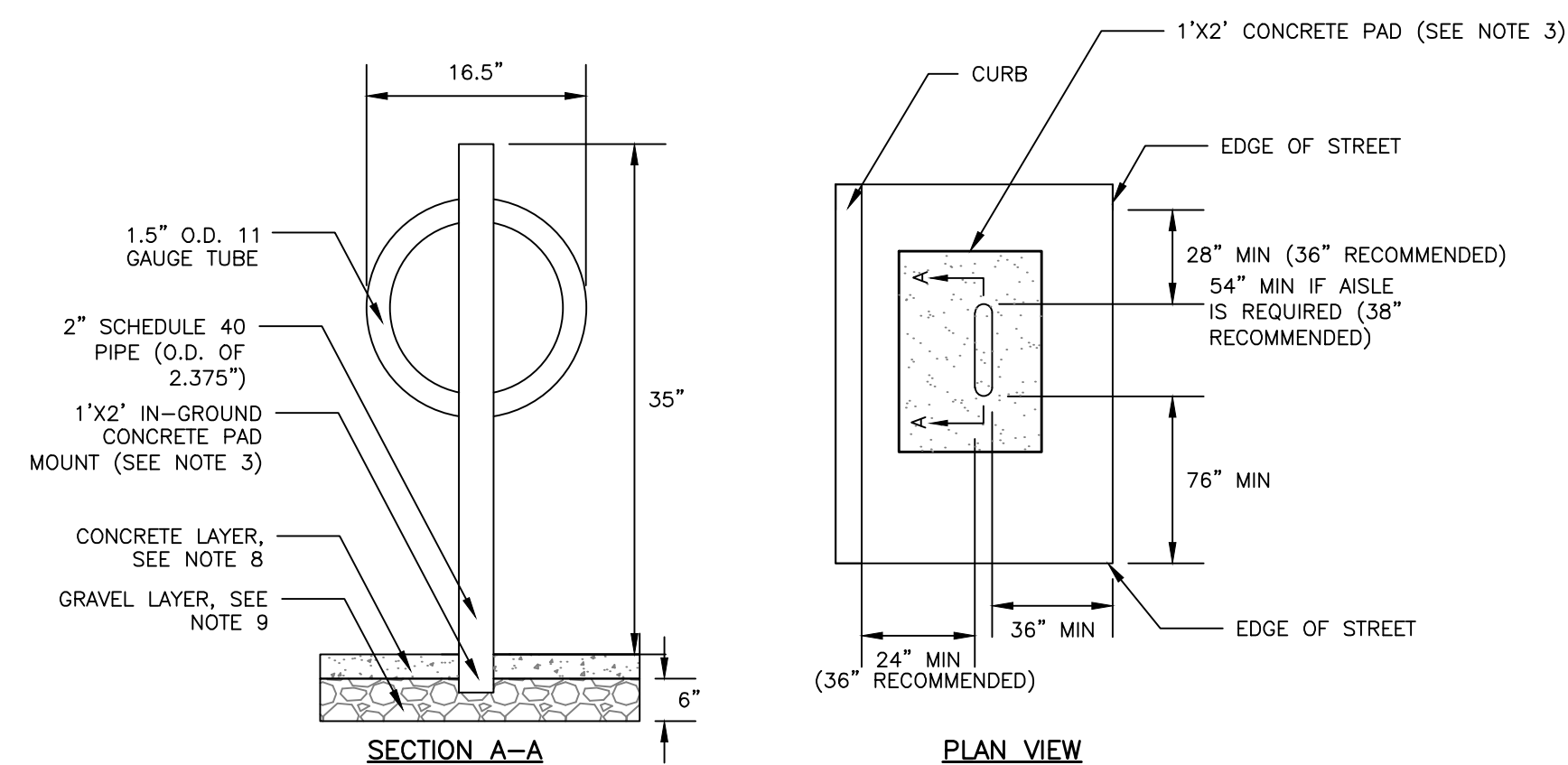
1. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
2. SURFACE AND AGGREGATE MATERIALS SHALL MEET BOTH THE CITY OF PORTLAND & MDOT STANDARDS.

THICKNESS OF LAYERS	
STANDARD	LAYERS
1-1/2"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2-1/2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B
18"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

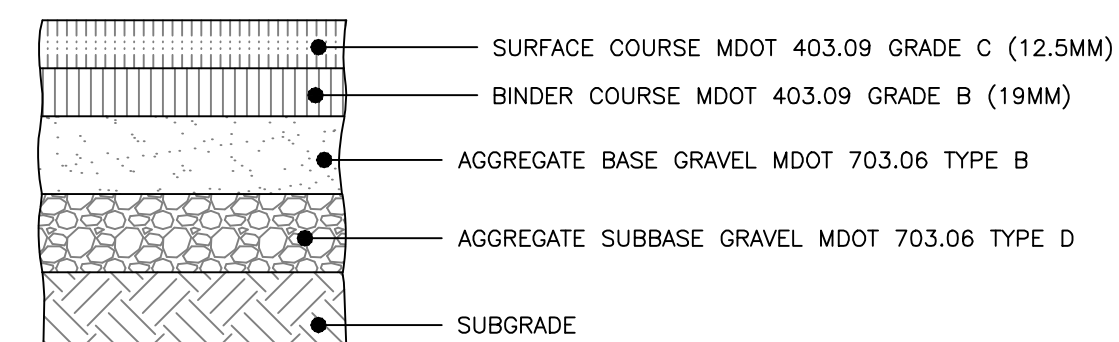
CITY OF PORTLAND COLLECTOR BITUMINOUS PAVEMENT PROFILE
(FOREST AVENUE / CUMBERLAND AVENUE)
NOT TO SCALE

NOTES:

1. BICYCLE RACK SHALL BE "DERO BIKE HITCH", AS MANUFACTURED BY DERO BIKE RACKS.
2. BICYCLE RACK SHALL HAVE CAPACITY FOR TWO BICYCLES.
3. BICYCLE RACK PARTS SHALL BE OF UNIFORM COLOR AND SHALL BE FINISHED IN ACCORDANCE WITH PRODUCT SPECIFICATION.
4. 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.
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 CONCRETE SIDEWALK DETAIL, AND SHALL BE MANNOED 703.06 TYPE B.



DERO BIKE HITCH
NOT TO SCALE

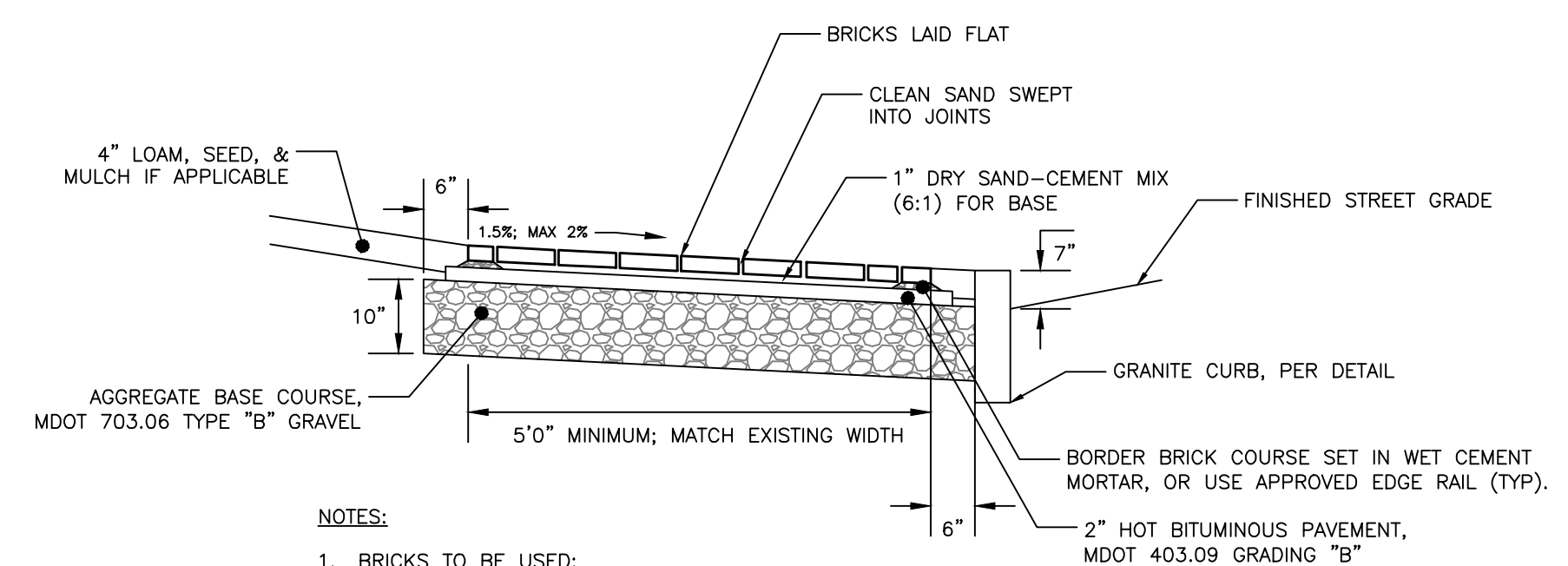


NOTES:

1. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
2. SURFACE AND AGGREGATE MATERIALS SHALL MEET BOTH THE CITY OF PORTLAND & MDOT STANDARDS.

THICKNESS OF LAYERS	
STANDARD	LAYERS
1-1/2"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B
15"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

CITY OF PORTLAND LOCAL BITUMINOUS PAVEMENT PROFILE
(OAK STREET AND INTERNAL)
NOT TO SCALE



NOTES:

1. BRICKS TO BE USED:

NEW CONSTRUCTION:

- 4"x8" PINE HALL PATHWAY PAVER BRICK; MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM #193623; PINE HALL PATHWAY PAVER BRICK.

2. INSTALL BRICK FLUSH UP TO BUILDING, PAVEMENT, STAIRS, CONCRETE SURFACES, CURB OR LANDSCAPED AREAS.

BRICK SIDEWALK WITH BITUMINOUS BASE DETAIL
NOT TO SCALE

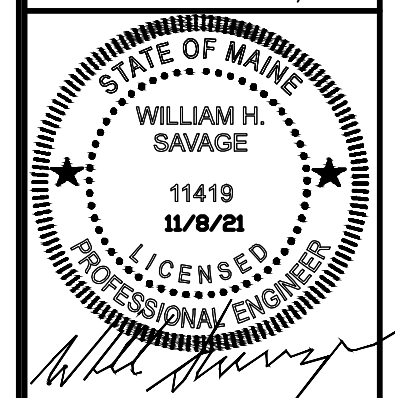
PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

[illegible]

DRAWING NAME	SITE DETAILS
PROJECT NAME/ADDRESS	REDFERN PROPERTIES, LLC
CLIENT/OWNER OF RECORD	REDFERN PROPERTIES, LLC PO BOX 8816 PORTLAND, MAINE 04104


A C O R N
ENGINEERING, INC.
 ACORN ENGINEERING, INC.
 PO BOX 3372, PORTLAND MAINE 04101
 (207) 755-2655
 (207) 755-2655
 THIS PLAN SHALL NOT BE ACQUIRED WITHOUT WRITTEN PERMISSION
 OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND
 WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1148_CIVIL
JN:	1148
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS/PFH



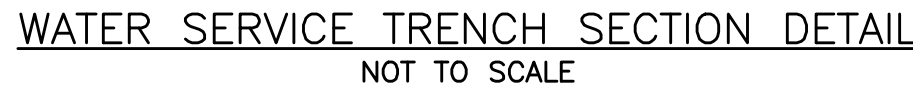
DRAWING NO.

C-40

ANY ALTERNATE TRENCHING OR PAYMENT METHODS SHALL BE APPROVED
IN ADVANCE BY THE CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES..



1. THE WATER TRENCH SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARD DETAILS & SPECIFICATIONS.
2. IF LESS THAN 5'-6" OF COVER IS POSSIBLE ADD 1 INCH OF "BLUE DOW" RIGID INSULATION FOR EVERY 12" LESS COVER.

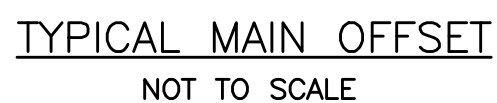
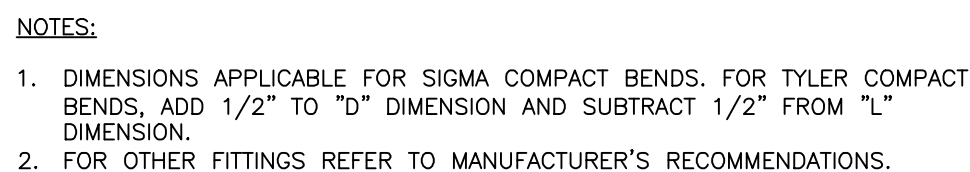
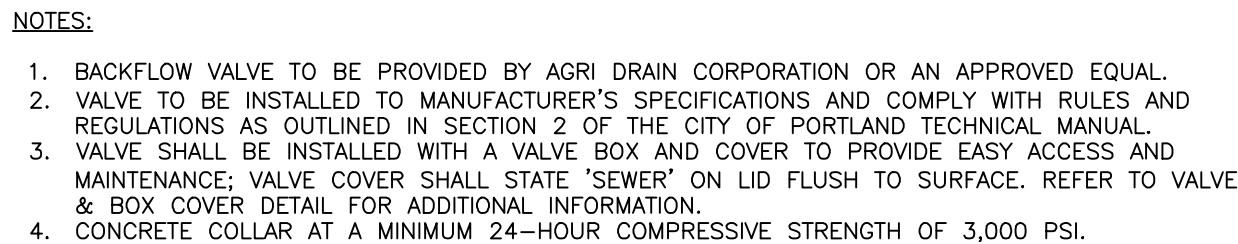
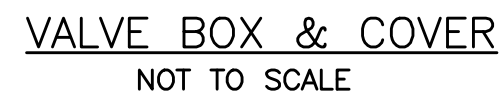
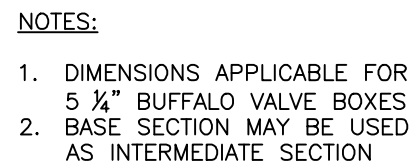
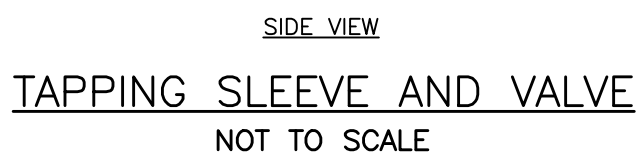
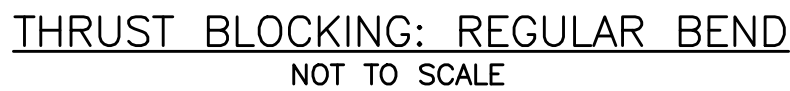


1. SAWCUT EXISTING PAVEMENT AND BUTT GRIND 2' STRIP OF EXISTING PAVEMENT. APPLY BITUMINOUS TACK COAT PRIOR TO PLACEMENT OF NEW BITUMINOUS PAVEMENT.
2. THE NEW PAVEMENT SECTION SHALL MEET THE BITUMINOUS PAVEMENT SECTION DETAIL AT A MINIMUM OR THE EXISTING PAVEMENT AND AGGREGATE BASE AND SUBBASE DEPTH WHICHEVER IS GREATER.



1. ALTERNATIVE CONSTRUCTION METHODS OR PAYMENT METHODS SHALL BE APPROVED IN ADVANCE BY THE CITY.
2. IN PAVED AREAS, DEPTHS OF GRAVEL AND HOT MIX ASPHALT PAVEMENT SHALL MATCH THE GREATER OF EXISTING CONDITIONS OR THE REQUIREMENTS FOR THE CORRESPONDING STREET CLASSIFICATION.
3. 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".
4. DIMENSION "A" IS THE MAXIMUM WIDTH ALLOWED FOR CALCULATING PAYMENT FOR AN UNBANKED TRENCH, CRUSHED STONE, STRUCTURAL EARTH EXCAVATION, AND STRUCTURAL ROUGH EXCAVATION. DIMENSION "A" SHALL BE BASED ON PIPE DIAMETER "D", AS SET FORTH IN THE FOLLOWING TABLE.

TYPICAL PIPE INSTALLATION – NOTES

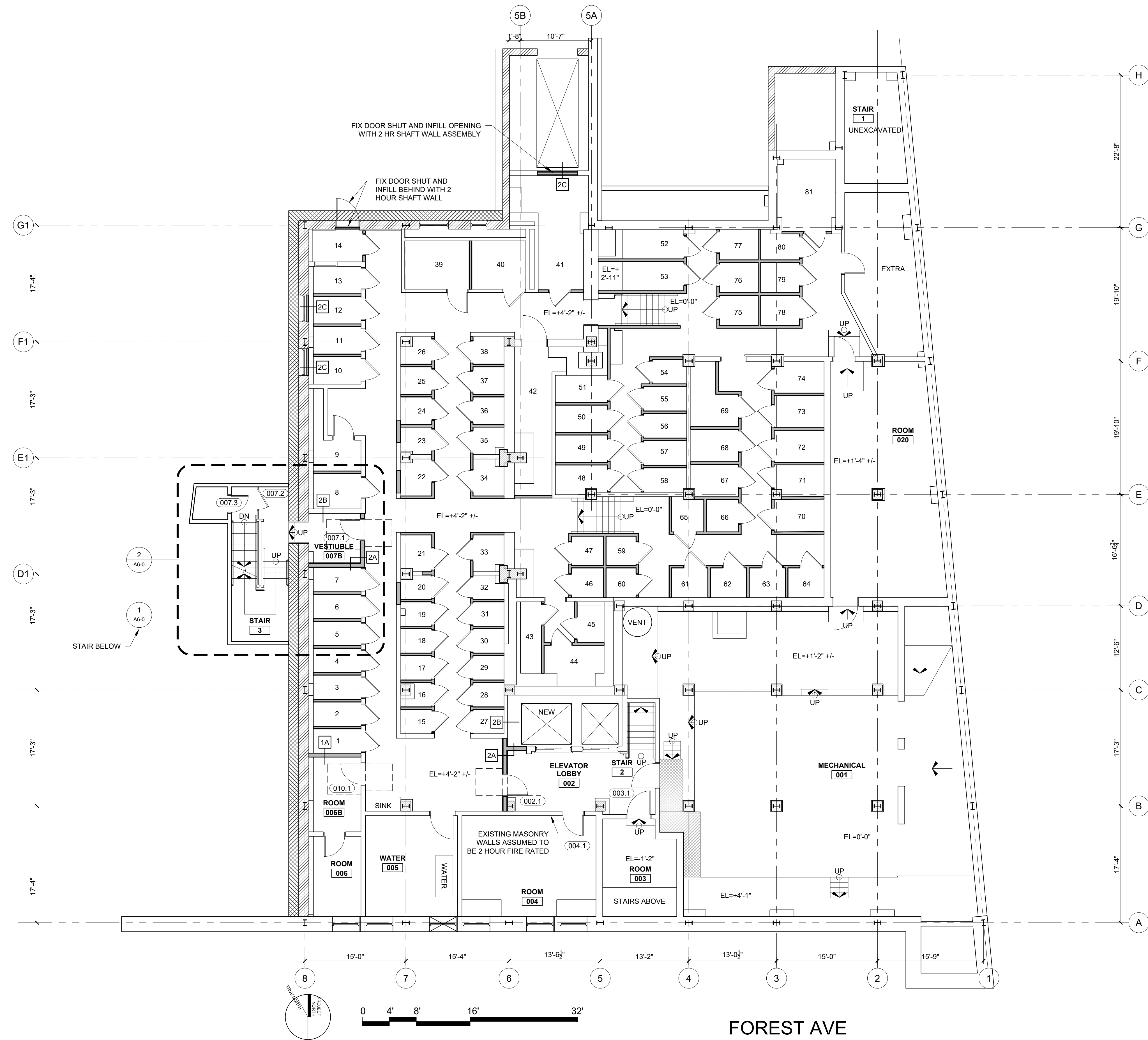


6" PIPE			8" PIPE			12" PIPE		
H	D	L	H	D	L	H	D	L
12'	1' 6"-1/2"	0' 10"-1/2"	1' 7"-1/2"	0' 9"-1/2"	1' 11"-1/2"	0' 5"-1/2"		
13'	1' 7"-1/2"	0' 11"-7/8"	1' 8"-1/2"	0' 10"-7/8"	2' 0"-1/2"	0' 6"-7/8"		
14'	1' 8"-1/2"	0' 1-5/16"	1' 9"-1/2"	0' 11"-5/16"	1' 11"-1/2"	0' 8"-5/16"		
15'	1' 9"-1/2"	1' 2"-1/8"	1' 10"-1/2"	1' 1"-7/16"	2' 1"-1/2"	0' 9"-1/8"		
16'	1' 10"-1/2"	1' 4"-7/8"	1' 11"-1/2"	1' 3"-1/8"	2' 3"-1/2"	0' 11"-1/8"		
17'	1' 11"-1/2"	1' 5"-9/16"	2' 0"-1/2"	1' 4"-9/16"	2' 4"-1/2"	1' 0"-9/16"		
18'	2' 0"-1/2"	1' 6"-15/16"	2' 1"-1/2"	1' 5"-15/16"	2' 5"-1/2"	1' 1"-15/16"		
19'	2' 1"-1/2"	1' 7"-7/8"	2' 2"-1/2"	1' 7"-7/8"	2' 6"-1/2"	1' 2"-7/8"		
20'	2' 2"-1/2"	1' 9"-13/16"	2' 3"-1/2"	1' 8"-13/16"	2' 7"-1/2"	1' 4"-13/16"		
21'	2' 3"-1/2"	1' 11"-3/16"	2' 4"-1/2"	1' 10"-3/16"	2' 8"-1/2"	1' 6"-3/16"		
22'	2' 4"-1/2"	2' 0"-5/8"	2' 5"-1/2"	1' 11"-5/8"	2' 9"-1/2"	1' 7"-5/8"		
23'	2' 5"-1/2"	2' 1"-1/2"	2' 6"-1/2"	2' 1"-1/2"	2' 10"-1/2"	1' 8"-1/2"		
24'	2' 6"-1/2"	2' 3"-3/8"	2' 7"-1/2"	2' 2"-7/8"	2' 11"-1/2"	1' 10"-7/8"		
25'	2' 7"-1/2"	2' 4"-7/8"	2' 8"-1/2"	2' 3"-7/8"	3' 0"-1/2"	1' 11"-7/8"		
26'	2' 8"-1/2"	2' 6"-1/8"	2' 10"-1/2"	2' 5"-1/4"	3' 1"-1/2"	1' 12"-1/8"		
27'	2' 9"-1/2"	2' 7"-1/8"	2' 11"-1/2"	2' 6"-1/8"	3' 2"-1/2"	2' 2"-1/16"		
28'	2' 10"-1/2"	2' 9"-1/8"	2' 11"-1/2"	2' 8"-1/8"	3' 3"-1/2"	2' 4"-1/8"		
29'	2' 11"-1/2"	2' 10"-1/2"	3' 0"-1/2"	2' 9"-1/2"	3' 4"-1/2"	2' 5"-1/2"		
30'	3' 0"-1/2"	2' 11"-15/16"	3' 1"-1/2"	2' 10"-15/16"	3' 5"-1/2"	2' 6"-15/16"		
31'	3' 1"-1/2"	2' 12"-1/16"	3' 2"-1/2"	3' 0"-1/2"	3' 6"-1/2"	2' 7"-1/16"		
32'	3' 2"-1/2"	3' 2"-3/4"	3' 3"-1/2"	3' 1"-3/4"	3' 7"-1/2"	2' 9"-3/4"		
33'	3' 3"-1/2"	3' 4"-3/16"	3' 4"-1/2"	3' 3"-3/16"	3' 8"-1/2"	2' 11"-3/16"		
34'	3' 4"-1/2"	3' 5"-8/16"	3' 5"-1/2"	3' 4"-9/16"	3' 9"-1/2"	3' 0"-5/16"		
35'	3' 5"-1/2"	3' 6"-1/8"	3' 6"-1/2"	3' 5"-1/8"	3' 10"-1/2"	3' 1"-1/2"		
36'	3' 6"-1/2"	3' 8"-7/16"	3' 7"-1/2"	3' 7"-7/16"	3' 11"-1/2"	3' 3"-7/16"		
37'	3' 7"-1/2"	3' 9"-13/16"	3' 8"-1/2"	3' 8"-13/16"	4' 0"-1/2"	3' 4"-13/16"		
38'	3' 8"-1/2"	3' 10"-1/2"	3' 9"-1/2"	3' 9"-1/2"	4' 1"-1/2"	3' 5"-1/2"		
39'	3' 9"-1/2"	4' 0"-11/16"	3' 10"-1/2"	3' 11"-11/16"	4' 2"-1/2"	3' 6"-11/16"		
40'	3' 10"-1/2"	4' 2"-1/16"	3' 11"-1/2"	4' 1"-1/16"	4' 3"-1/2"	3' 9"-1/16"		
41'	3' 11"-1/2"	4' 3"-1/2"	4' 0"-1/2"	4' 2"-1/2"	4' 4"-1/2"	3' 10"-1/2"		
42'	4' 0"-1/2"	4' 4"-17/16"	4' 1"-1/2"	4' 3"-3/16"	4' 5"-1/2"	4' 1"-17/16"		
43'	4' 1"-1/2"	4' 6"-5/16"	4' 2"-1/2"	4' 5"-5/16"	4' 6"-1/2"	4' 1"-5/16"		
44'	4' 2"-1/2"	4' 7"-3/4"	4' 3"-1/2"	4' 6"-3/4"	4' 7"-1/2"	4' 2"-3/4"		
45'	4' 3"-1/2"	4' 9"-7/8"	4' 4"-1/2"	4' 8"-7/8"	4' 8"-1/2"	4' 4"-7/8"		
46'	4' 4"-1/2"	4' 10"-1/8"	4' 5"-1/2"	4' 9"-1/8"	4' 9"-1/2"	4' 5"-1/8"		
47'	4' 5"-1/2"	4' 11"-15/16"	4' 6"-1/2"	4' 10"-15/16"	4' 10"-1/2"	4' 6"-15/16"		
48'	4' 6"-1/2"	5' 1"-3/8"	4' 7"-1/2"	5' 0"-3/8"	4' 11"-1/2"	4' 8"-3/8"		
49'	4' 7"-1/2"	5' 2"-13/16"	4' 8"-1/2"	5' 1"-13/16"	5' 0"-1/2"	4' 9"-13/16"		
50'	4' 8"-1/2"	5' 3"-7/8"	4' 9"-1/2"	5' 2"-7/8"	5' 1"-1/2"	4' 11"-7/8"		
51'	4' 9"-1/2"	5' 5"-5/8"	4' 10"-1/2"	5' 4"-5/8"	5' 2"-1/2"	5' 0"-5/8"		
52'	4' 10"-1/2"	5' 7"-1/16"	4' 11"-1/2"	5' 6"-1/16"	5' 3"-1/2"	5' 2"-1/16"		
53'	4' 11"-1/2"	5' 8"-7/16"	5' 0"-1/2"	5' 7"-7/16"	5' 4"-1/2"	5' 3"-7/16"		
54'	5' 0"-1/2"	5' 10"-1/8"	5' 1"-1/2"	5' 9"-1/8"	5' 5"-1/2"	5' 4"-1/8"		
55'	5' 1"-1/2"	5' 11"-5/16"	5' 2"-1/2"	5' 10"-5/16"	5' 6"-1/2"	5' 5"-5/16"		

WALL LEGEND

EXISTING WALL

NEW WALL



1 BASEMENT PLAN
1/8" = 1'-0"

© 2021 RYAN SENATORE
ARCHITECTURE

APARTMENTS
45 FOREST AVE
PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET, SUITE 2
PORTLAND, MAINE 04101
O: 207-747-5159
C: 207-650-6414
senatorearchitecture.com

CONSULTANTS:

PROGRESS PRINT ONLY
Not for Construction
NOVEMBER 10, 2021

DATE:

PROJECT No. 2147

DRAWN BY: RRT

CHECKED BY: RJS

SCALE: AS NOTED

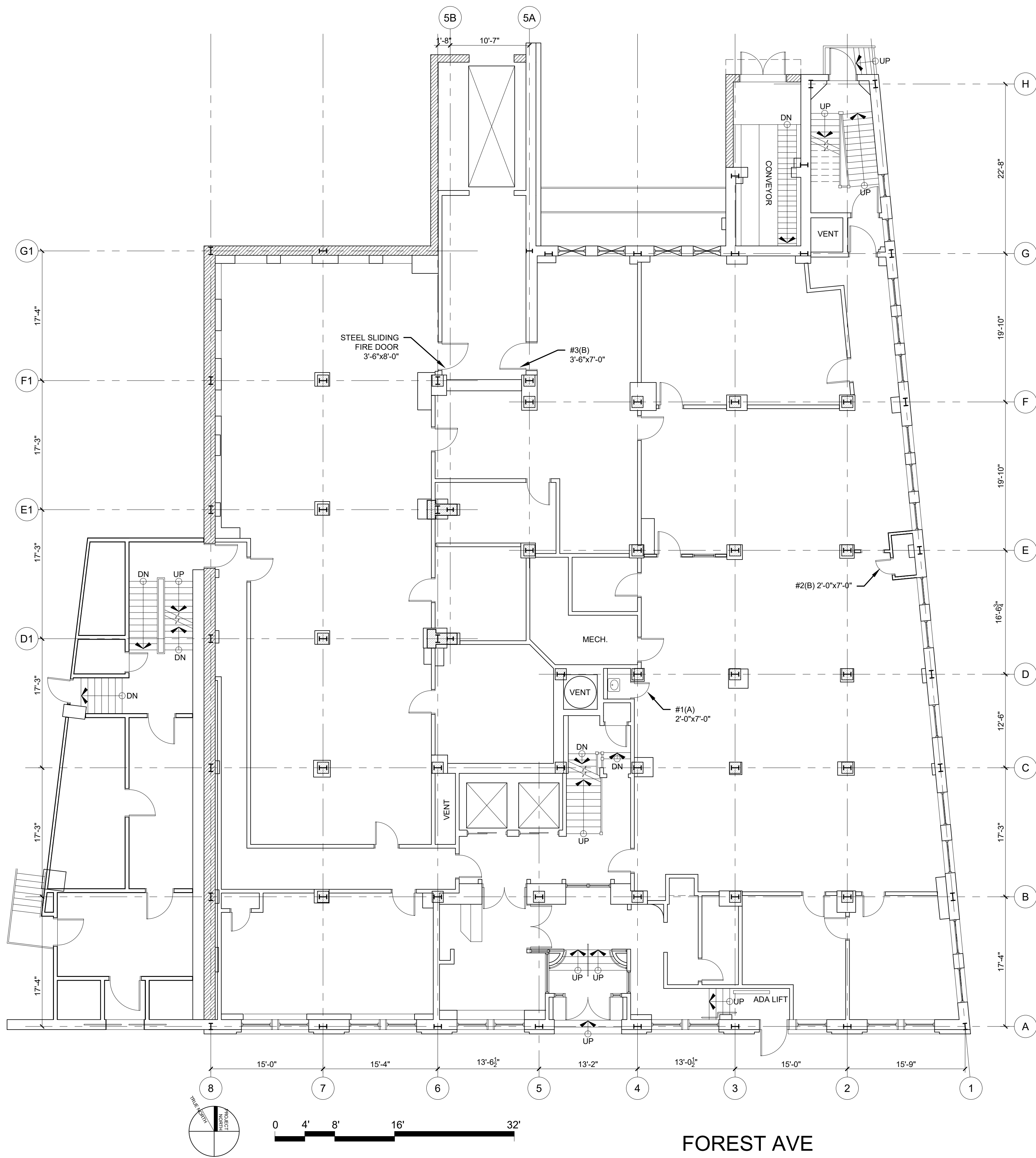
SHEET TITLE:

BASEMENT PLAN

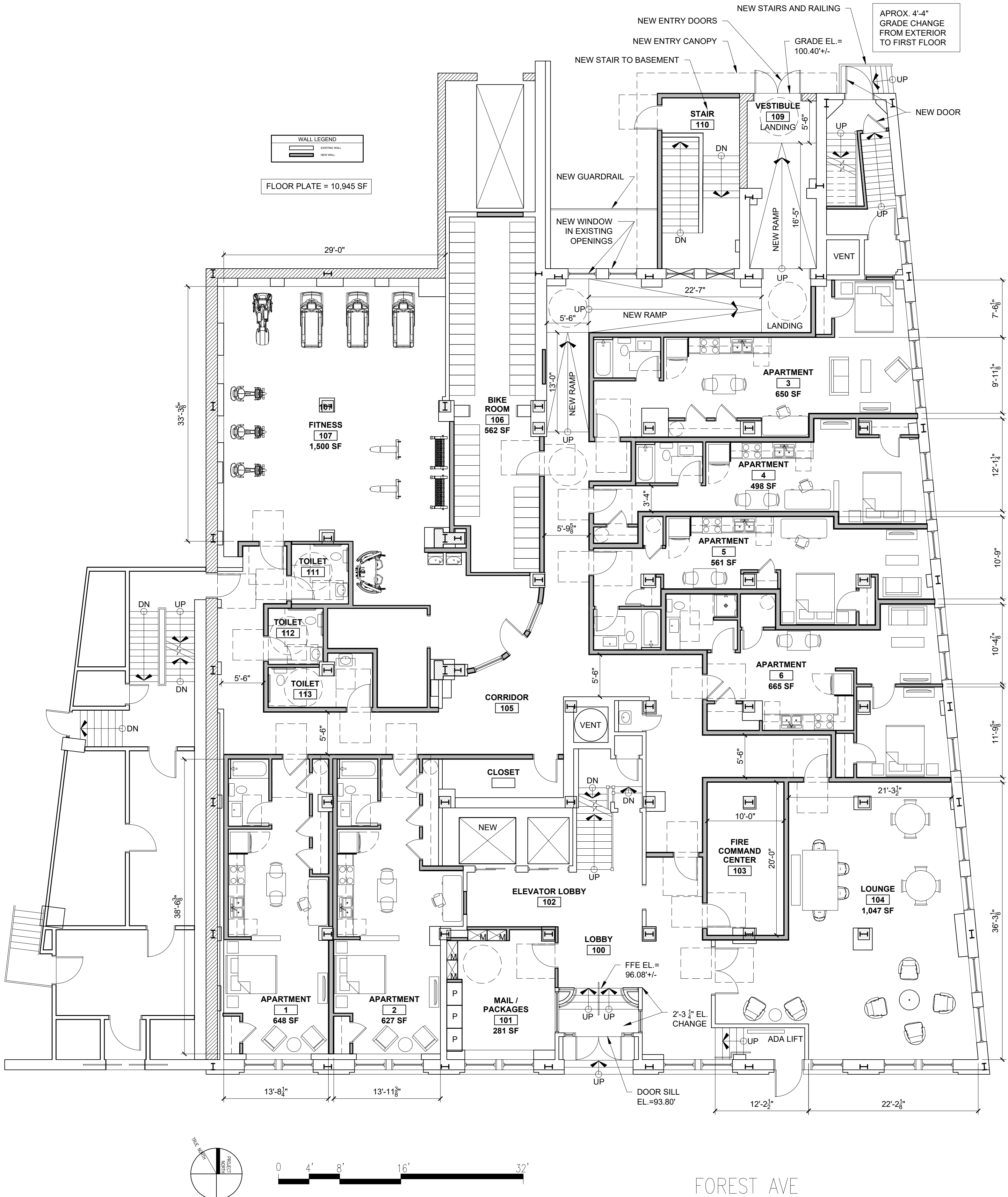
A1-0

EXISTING

PROPOSED

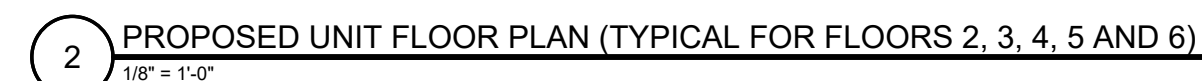


1 EXISTING FIRST FLOOR PLAN
1/8" = 1'-0"



2 PROPOSED FIRST FLOOR PLAN
1/8" = 1'-0"

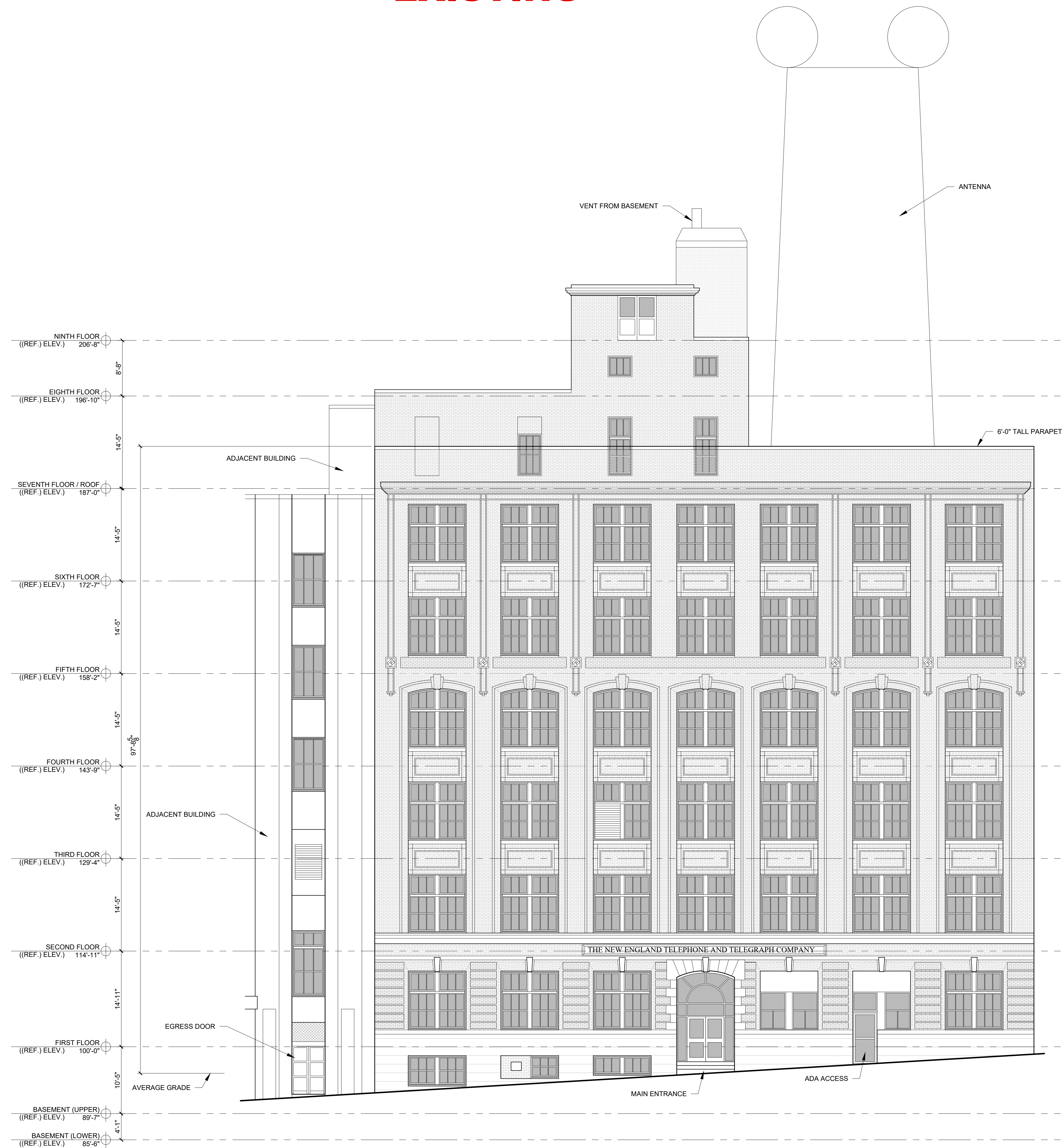
PROPOSED



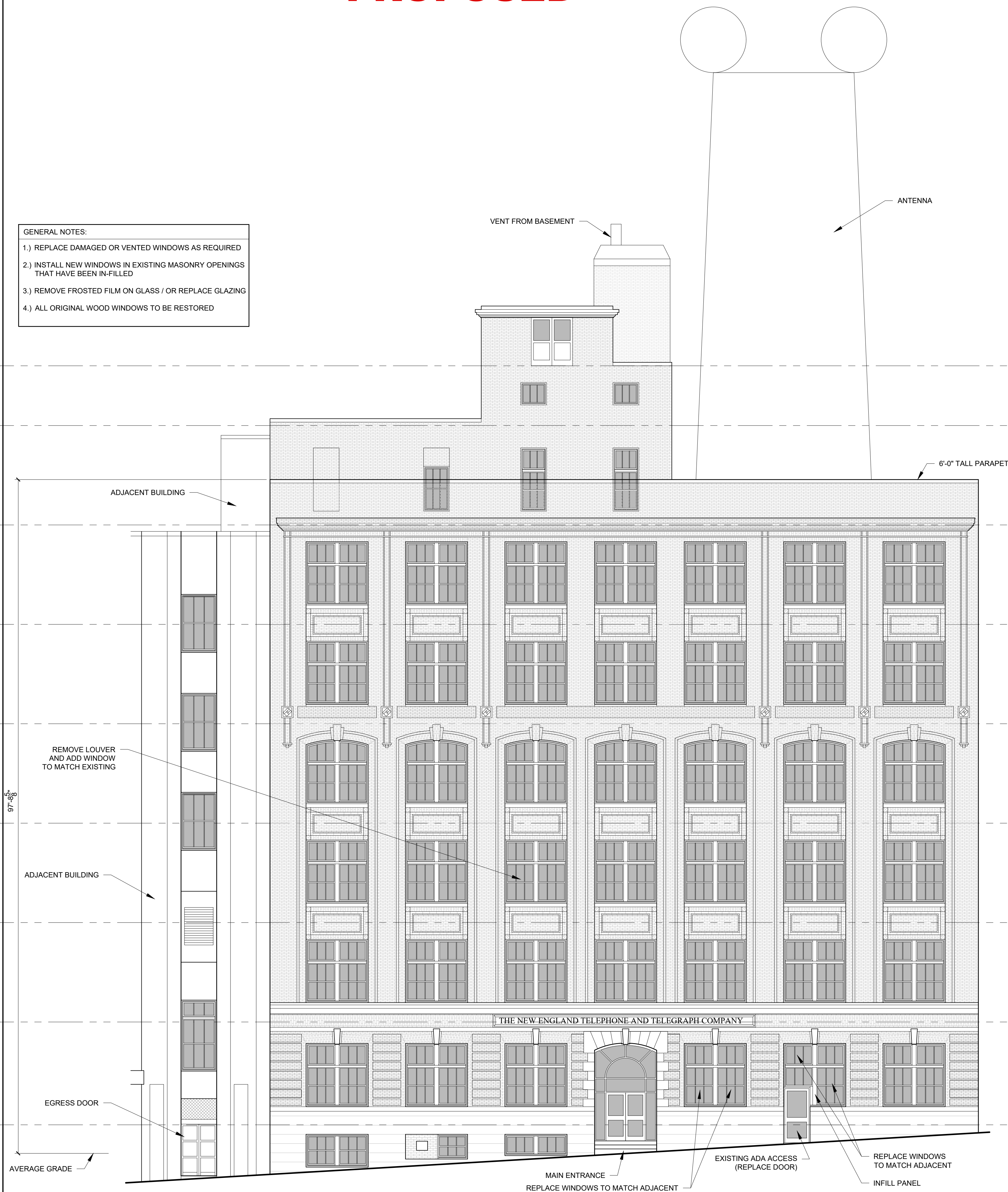
PROGRESS PRINT ONLY
Not for Construction

EXISTING

PROPOSED



- GENERAL NOTES:
- 1.) REPLACE DAMAGED OR VENTED WINDOWS AS REQUIRED
 - 2.) INSTALL NEW WINDOWS IN EXISTING MASONRY OPENINGS THAT HAVE BEEN IN-FILLED
 - 3.) REMOVE FROSTED FILM ON GLASS / OR REPLACE GLAZING
 - 4.) ALL ORIGINAL WOOD WINDOWS TO BE RESTORED



1 SOUTH ELEVATION - EXISTING
1/8" = 1'-0"

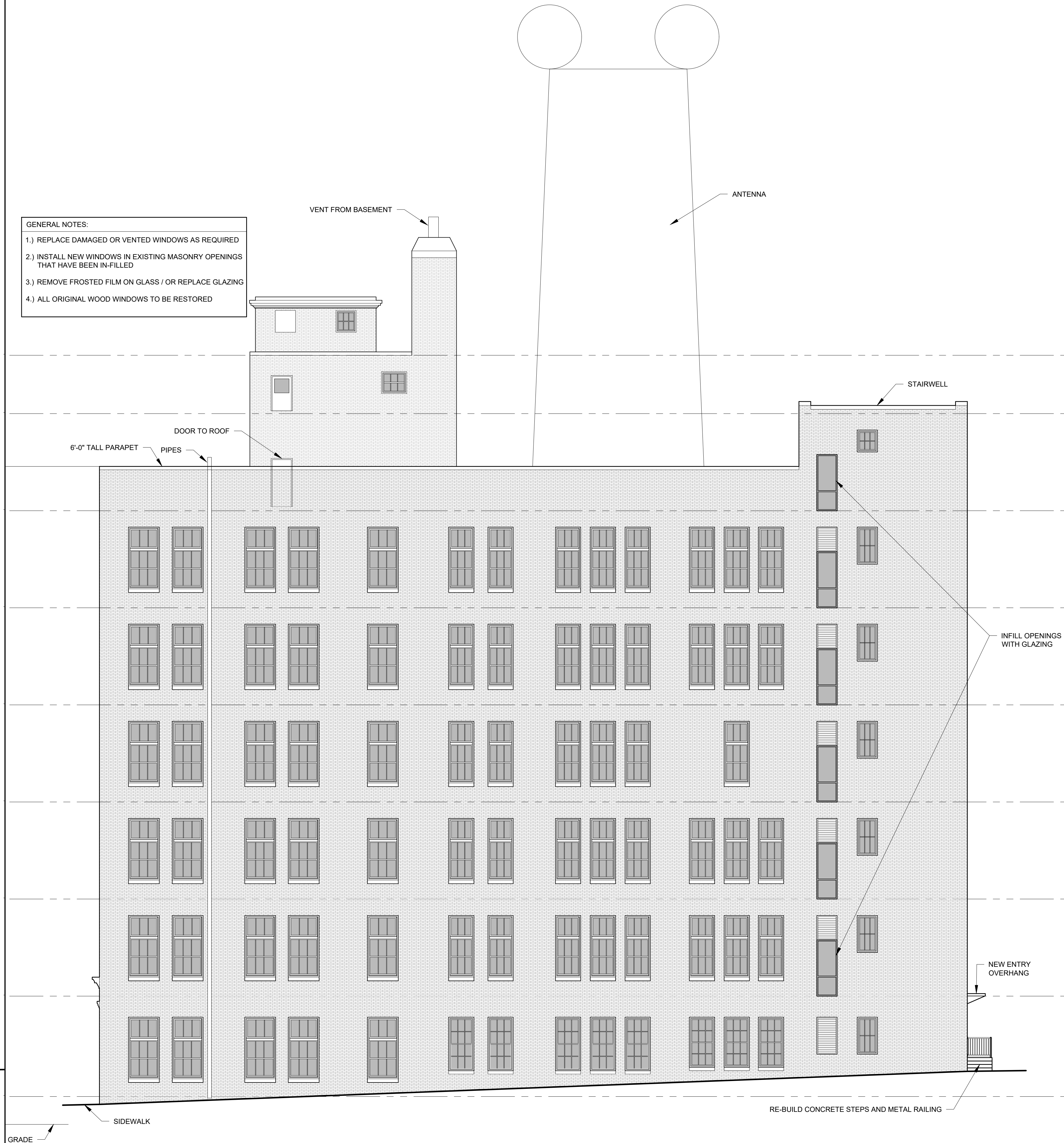
2 SOUTH ELEVATION - PROPOSED
1/8" = 1'-0"

EXISTING



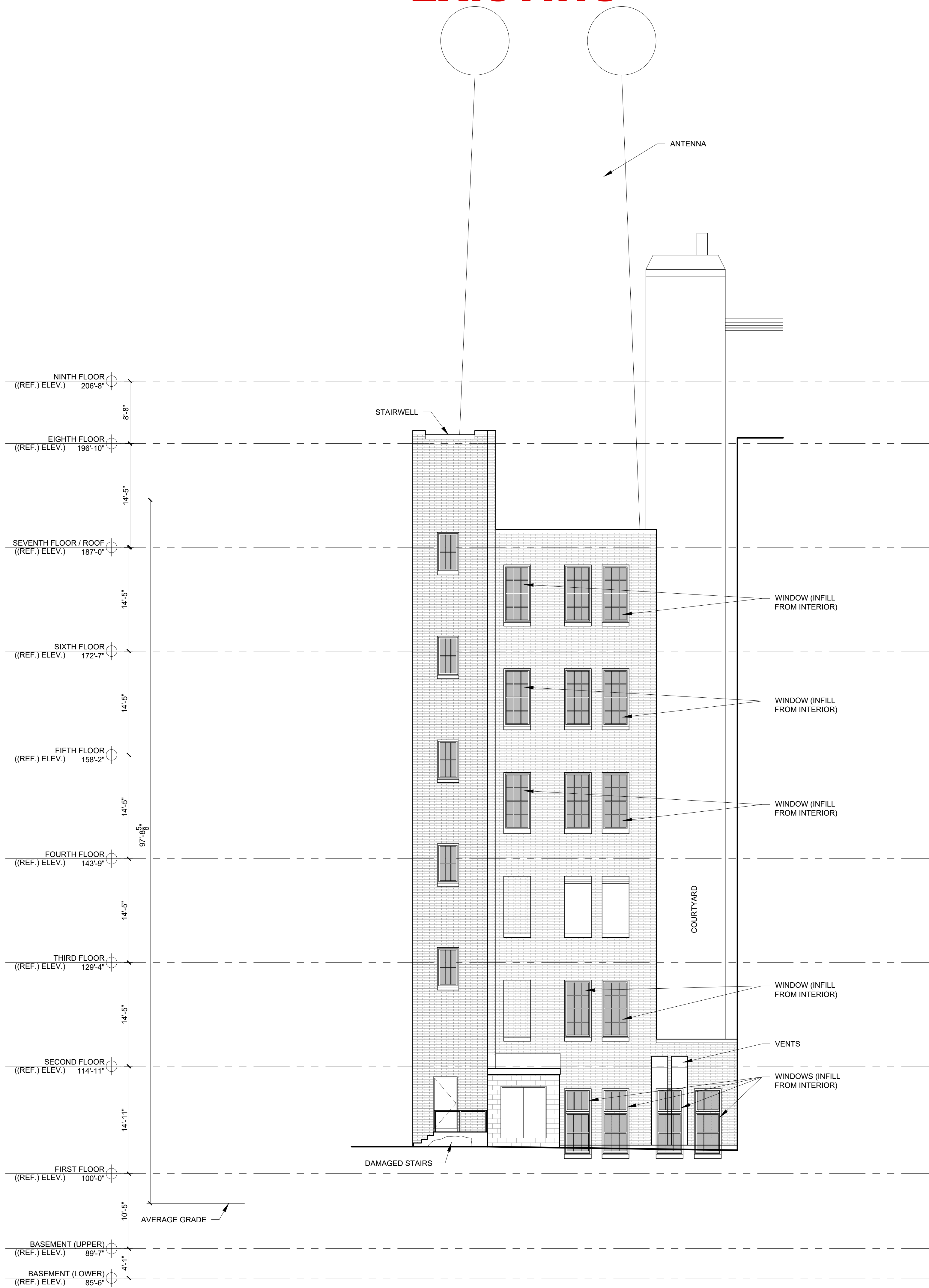
1 EAST ELEVATION - EXISTING
1/8" = 1'-0"

PROPOSED



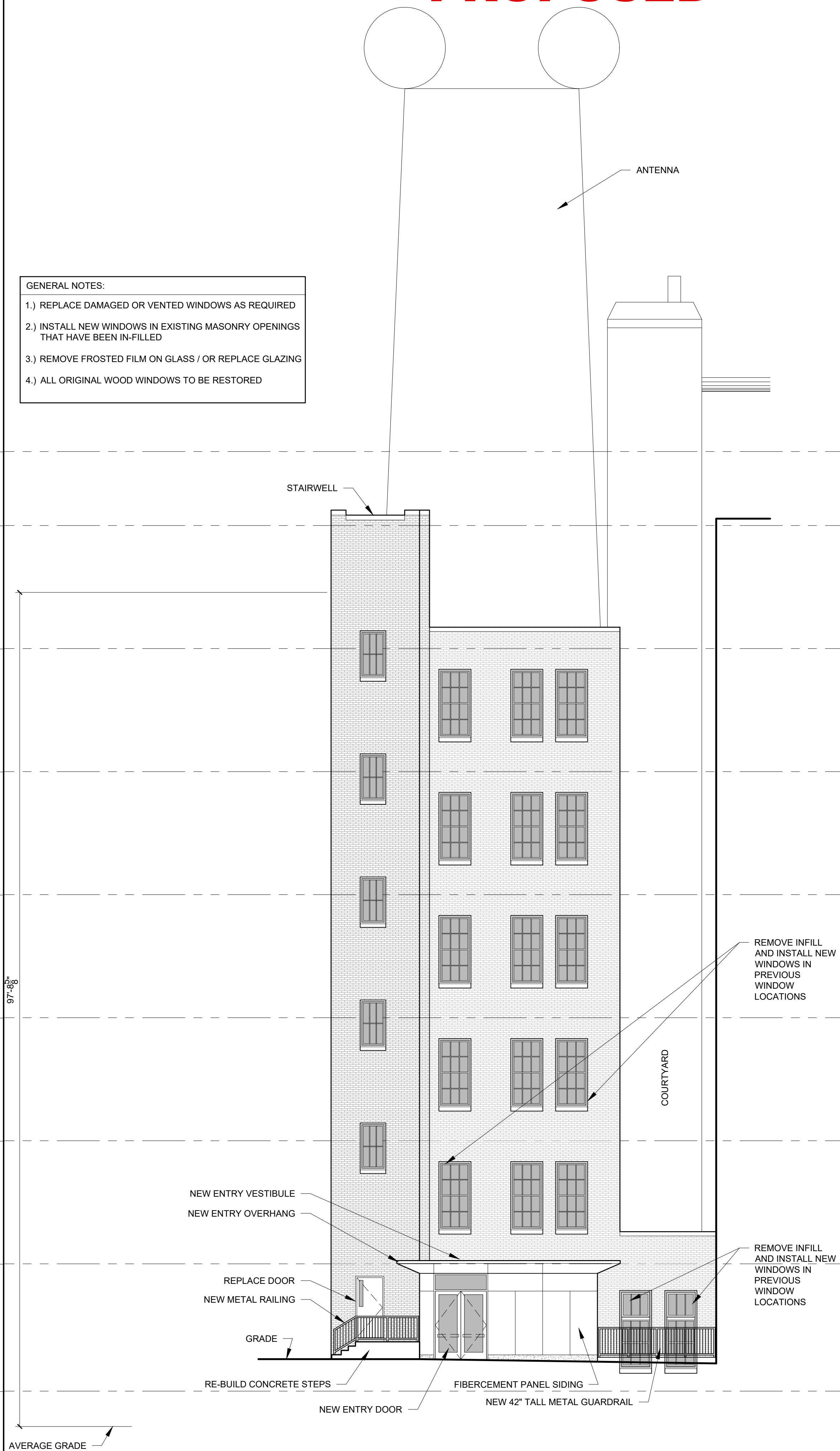
2 EAST ELEVATION - PROPOSED
1/8" = 1'-0"

EXISTING



1 NORTH ELEVATION - EXISTING
1/8" = 1'-0"

PROPOSED

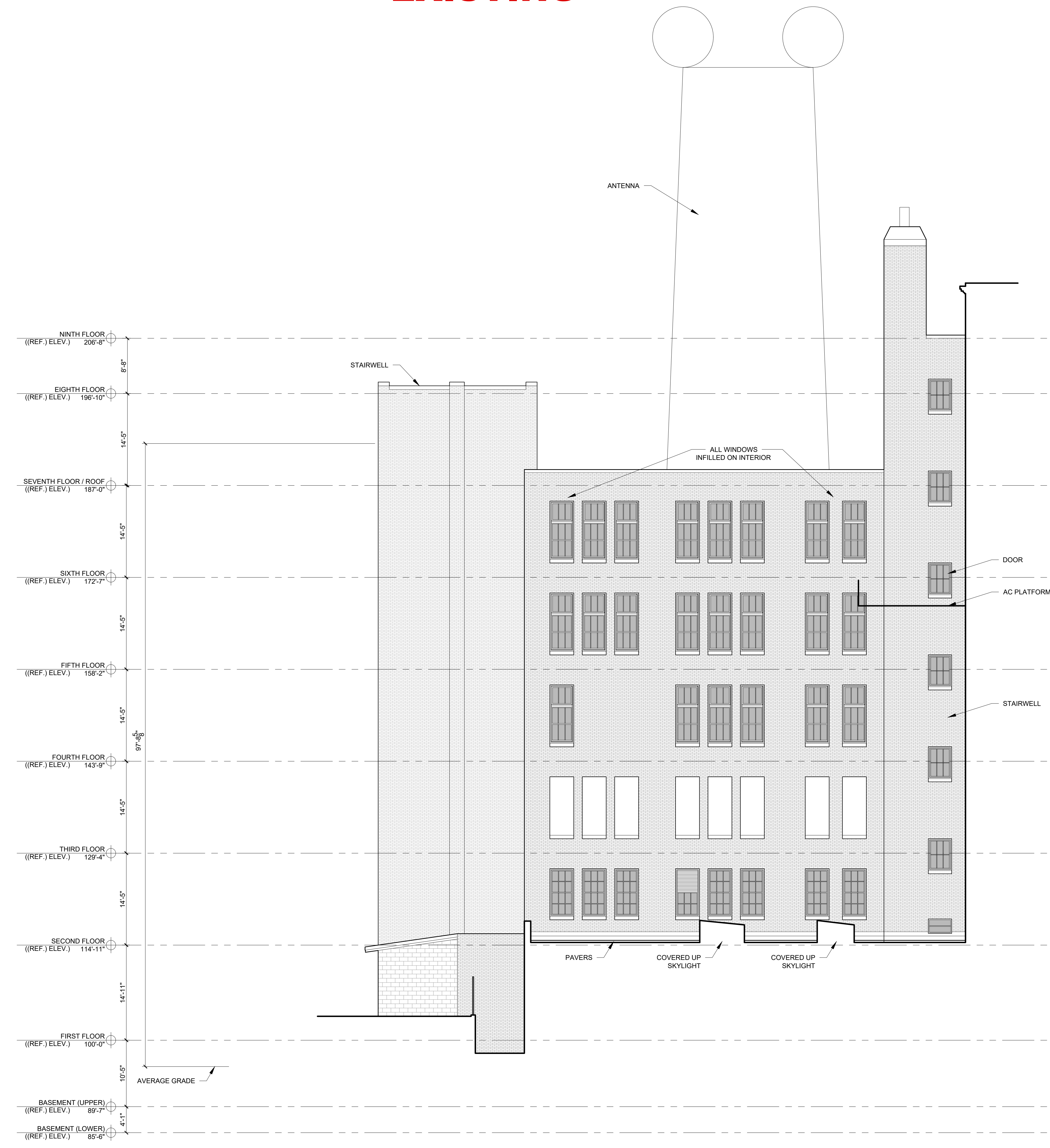


- GENERAL NOTES:
- 1.) REPLACE DAMAGED OR VENTED WINDOWS AS REQUIRED
 - 2.) INSTALL NEW WINDOWS IN EXISTING MASONRY OPENINGS THAT HAVE BEEN INFILLED
 - 3.) REMOVE FROSTED FILM ON GLASS / OR REPLACE GLAZING
 - 4.) ALL ORIGINAL WOOD WINDOWS TO BE RESTORED

2 NORTH ELEVATION - PROPOSED
1/8" = 1'-0"

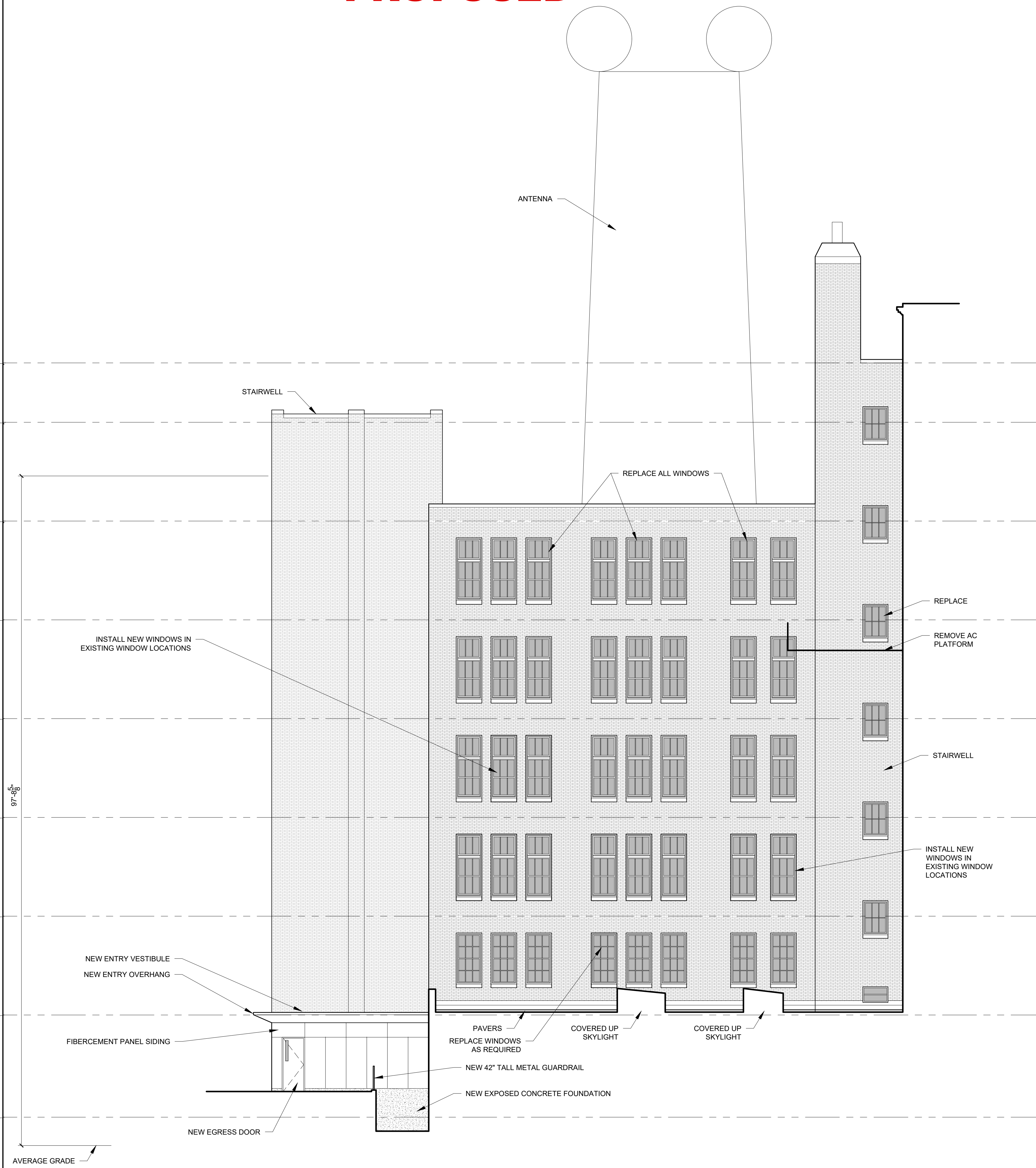
PROGRESS PRINT ONLY
Not for Construction

EXISTING



1 WEST COURTYARD ELEVATION - EXISTING
1/8" = 1'-0"

PROPOSED

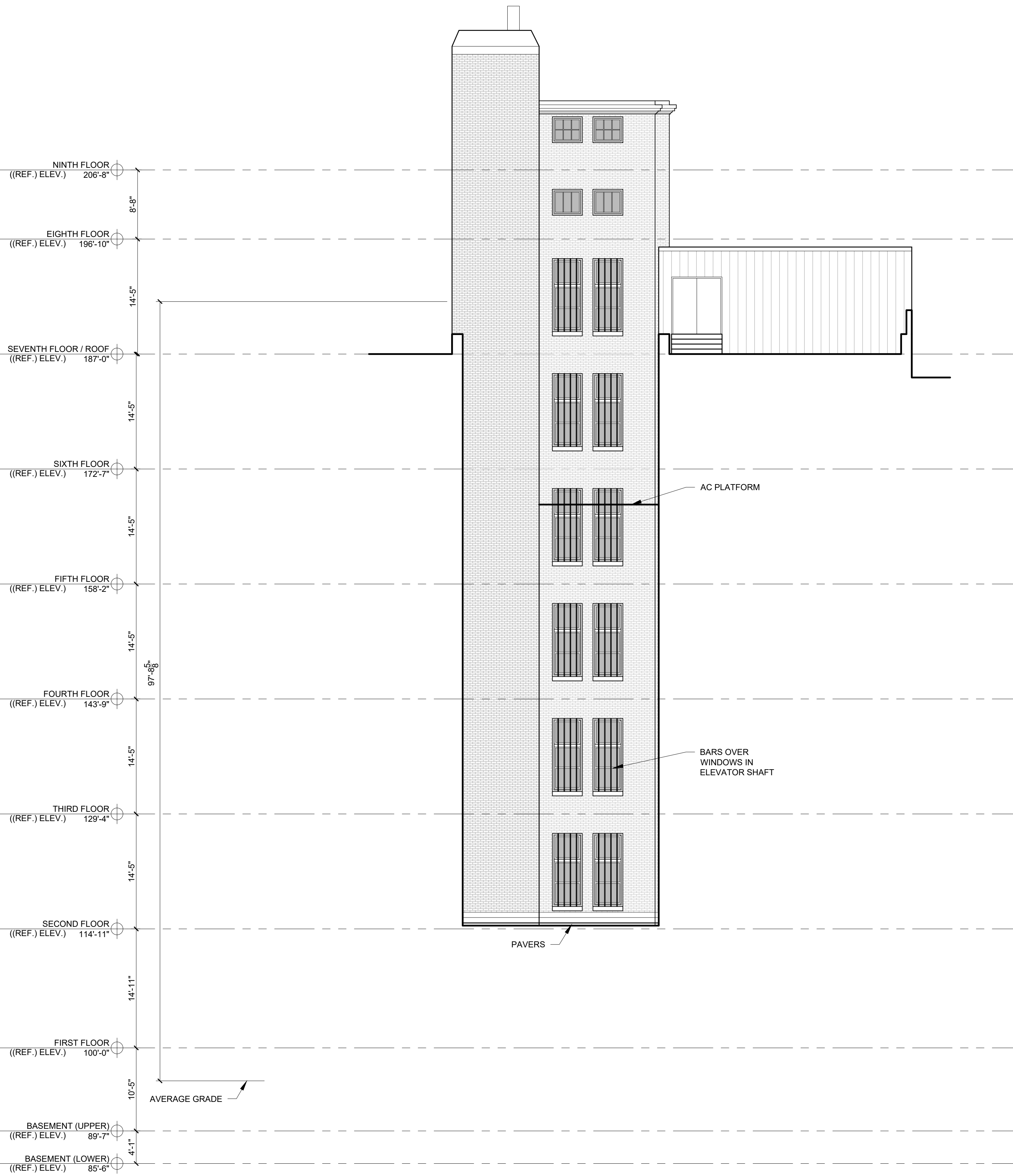


2 WEST COURTYARD ELEVATION - PROPOSED
1/8" = 1'-0"

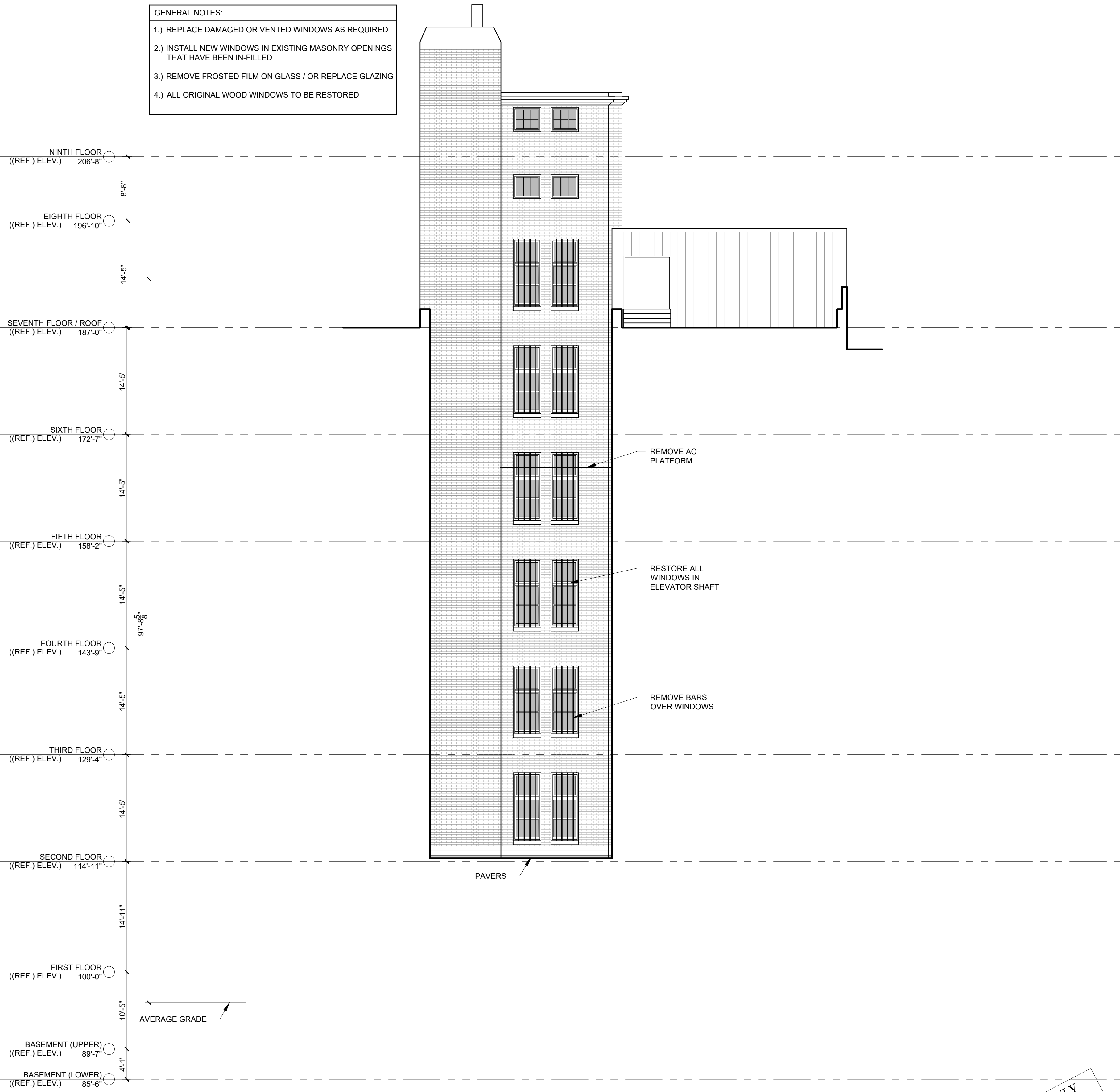
PROGRESS PRINT ONLY
Not for Construction

EXISTING

PROPOSED



1 NORTH COURTYARD ELEVATION - EXISTING
1/8" = 1'-0"

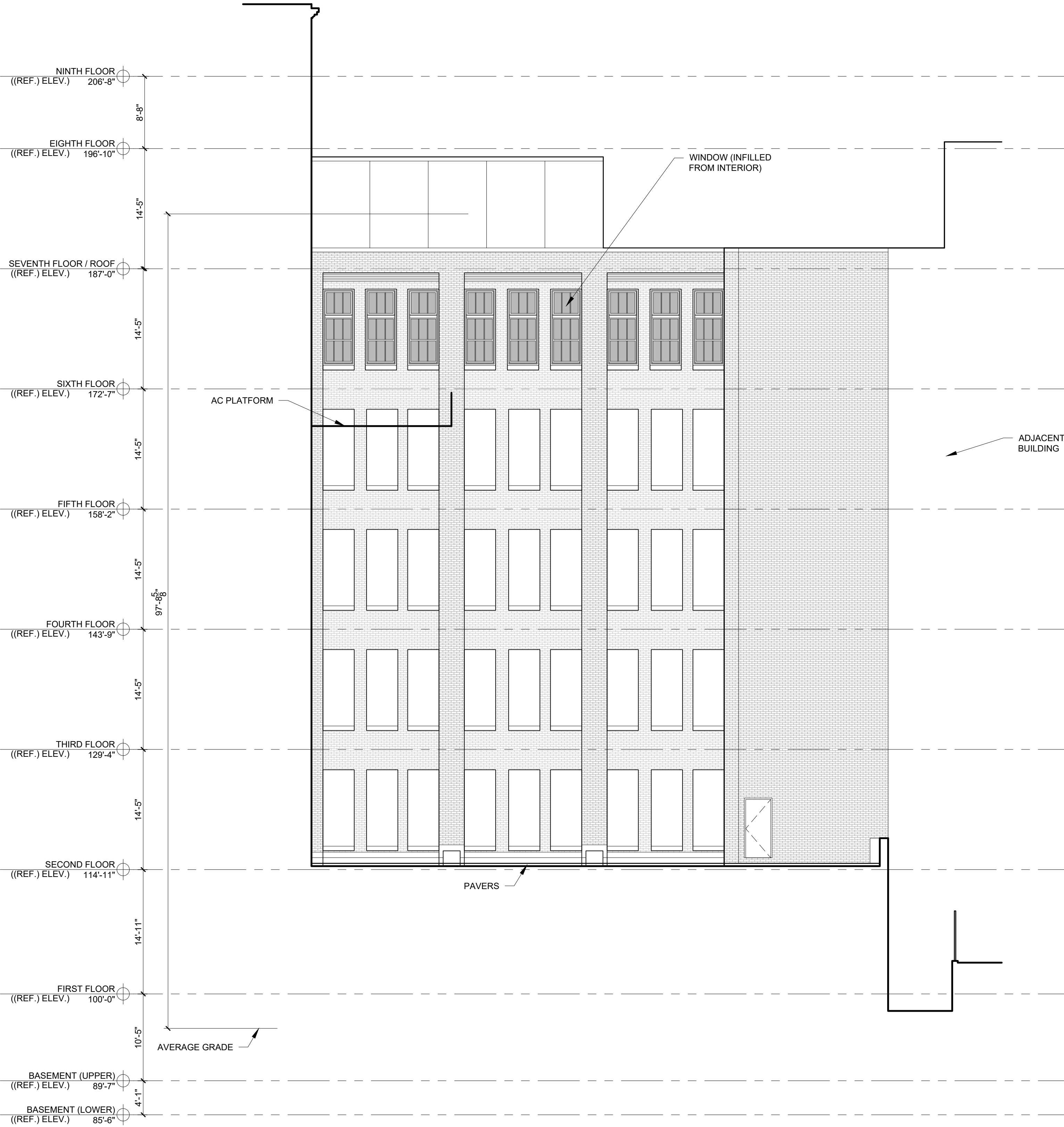


2 NORTH COURTYARD ELEVATION - PROPOSED
1/8" = 1'-0"

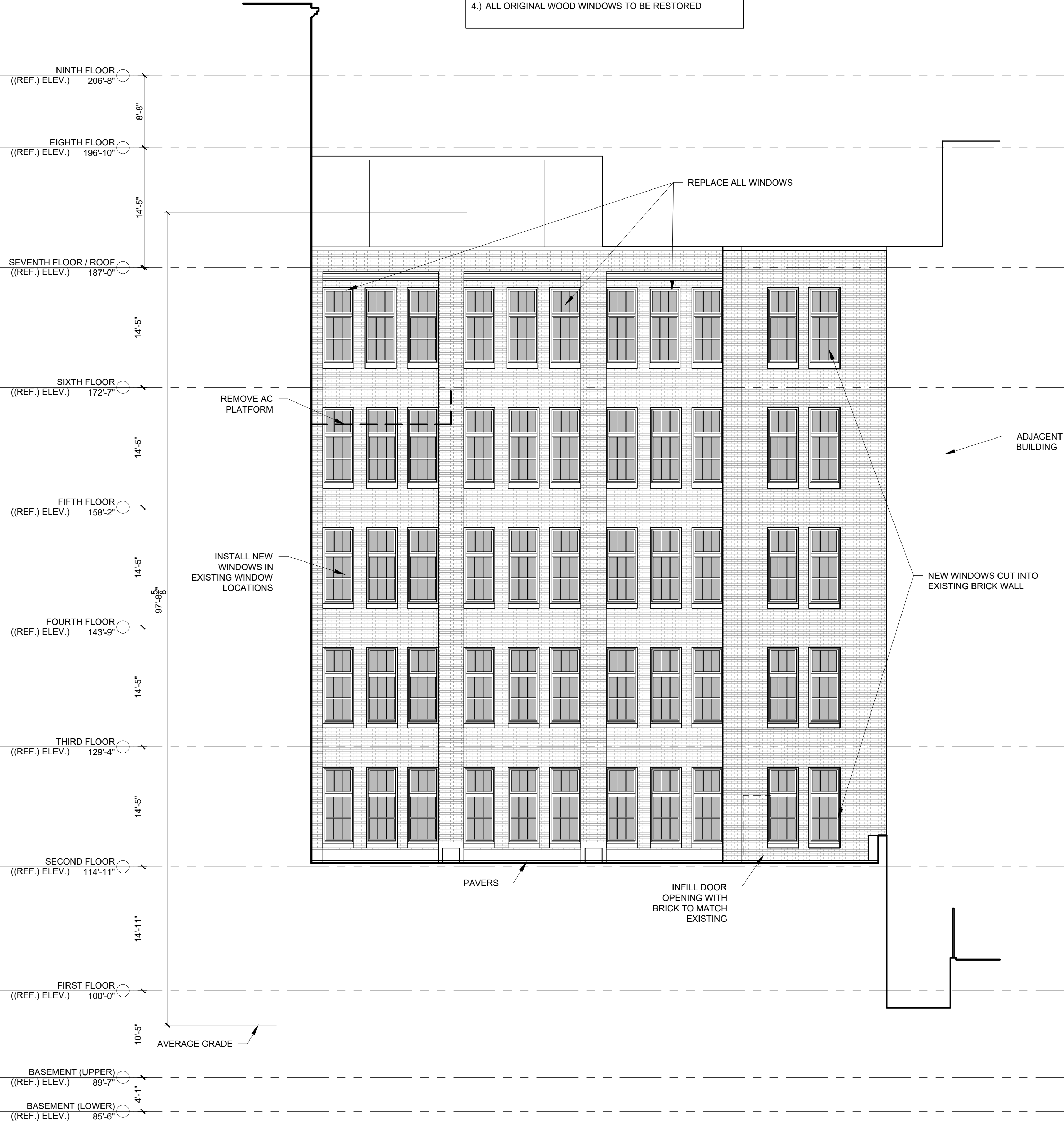
EXISTING

PROPOSED

- GENERAL NOTES:
- 1.) REPLACE DAMAGED OR VENTED WINDOWS AS REQUIRED
 - 2.) INSTALL NEW WINDOWS IN EXISTING MASONRY OPENINGS THAT HAVE BEEN IN-FILLED
 - 3.) REMOVE FROSTED FILM ON GLASS / OR REPLACE GLAZING
 - 4.) ALL ORIGINAL WOOD WINDOWS TO BE RESTORED



1 EAST COURTYARD ELEVATION - EXISTING
1/8" = 1'-0"



2 EAST COURTYARD ELEVATION - PROPOSED
1/8" = 1'-0"

EXISTING

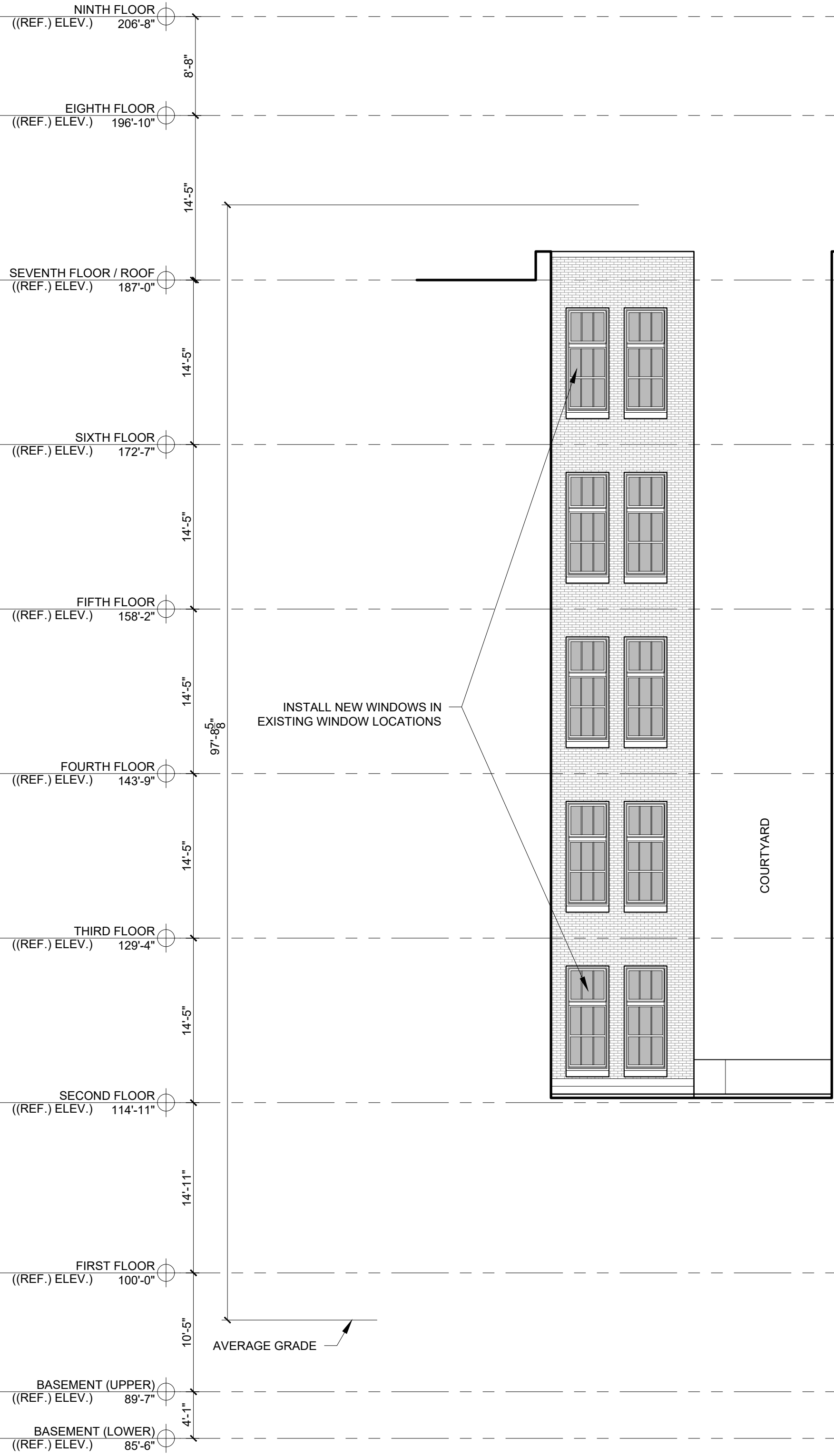
PROPOSED

- GENERAL NOTES:
- 1.) REPLACE DAMAGED OR VENTED WINDOWS AS REQUIRED

2.) INSTALL NEW WINDOWS IN EXISTING MASONRY OPENINGS THAT HAVE BEEN IN-FILLED

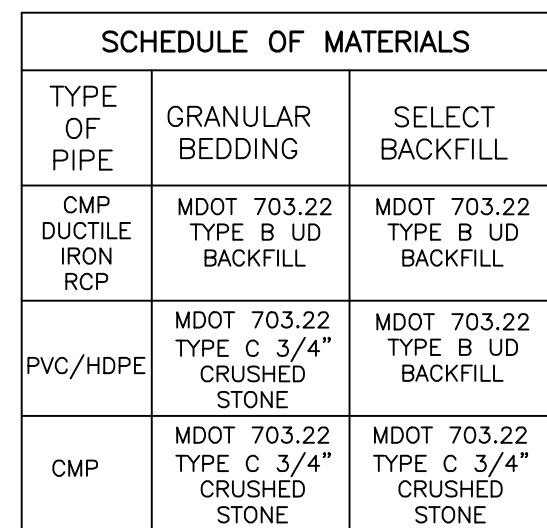
3.) REMOVE FROSTED FILM ON GLASS / OR REPLACE GLAZING

4.) ALL ORIGINAL WOOD WINDOWS TO BE RESTORED



1 SOUTH COURTYARD ELEVATION - EXISTING

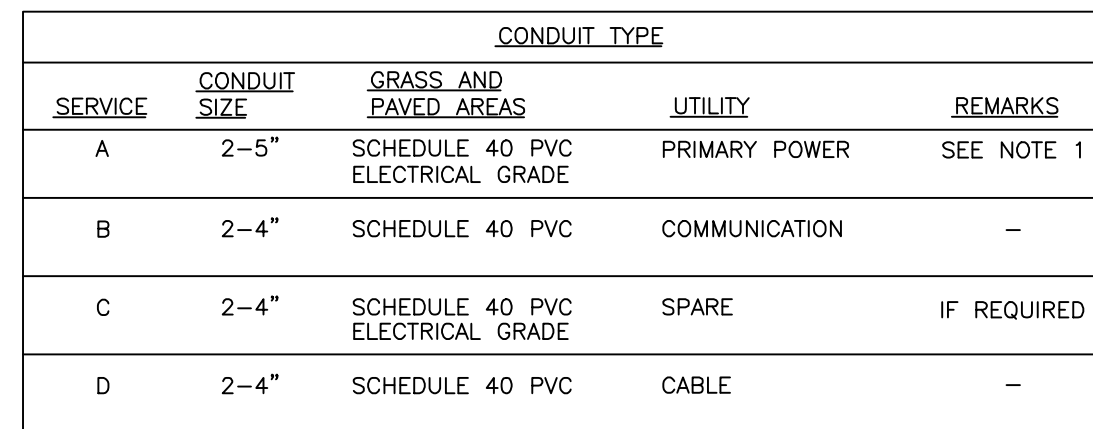
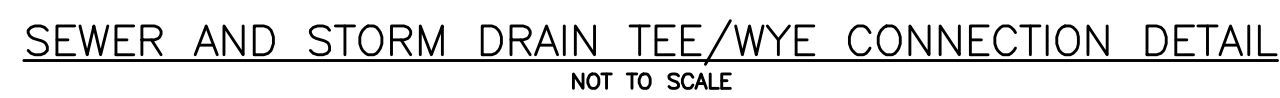
2 SOUTH COURTYARD ELEVATION - PROPOSED



- NOTES:**
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. STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION. COVER BETWEEN 3' AND 4' SHALL INCLUDE 2" RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM DEPTH.
 3. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES AT THE TOP OF SUBGRADE.
 4. MINIMUM COVER:
 - a. 2'-0" - STORM DRAIN
 - b. 4.2' - 5'-0" - SEWER
 5. NO TREES SHALL BE PLANTED WITHIN 5' OF A SEWER PIPE OR SERVICE.
 6. THIS DETAIL SHALL BE APPLIED ONLY TO DRAINAGE PIPE EXPOSED ABOVE THE CITY OF PORTLAND ROW.
 7. THICKNESS AS NOTED BY SURFACE DETAILS.

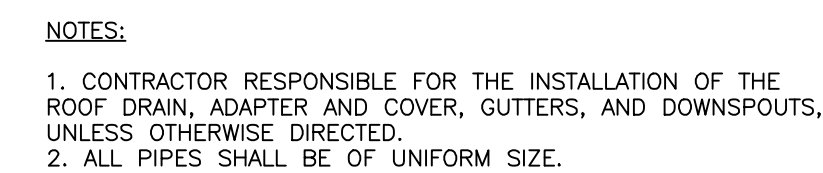
NOTES:

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



- NOTES:
1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10" ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS.
 2. MINIMUM SEPARATION OF 24 INCHES BETWEEN PRIMARY CABLE/CONDUIT AND GAS LINES SHALL BE MAINTAINED.
 3. CONDUITS WITHIN THE CITY RIGHT-OF-WAY SHALL BE ENCASED IN CONCRETE.

NOT TO SCALE



- NOTES:
1. WHERE DANGER OF PLOW OR TRAFFIC DAMAGE EXISTS, BARRIERS CONSTRUCTED OF CONCRETE FILLED 6 INCH SPIRIT STEEL POSTS SET 10 FEET APART SHALL BE PROVIDED FOR PROTECTION (PRESSURE TREATED 6X6 INCH MIN. TIMBER POSTS MAY BE SUBSTITUTED IN RESIDENTIAL AREAS). POSTS SHALL NOT INTERFERE WITH TRANSFORMER ACCESS. POSTS SHALL BE LOCATED AT THE CORNERS OF THE TRANSFORMER.
 2. THE SETBACKS DETAIL CLEARANCES FROM OBSTRUCTIONS INCLUDING TREES, SHRUBS, AND FENCES.
 3. THERE SHALL BE NO OPENING IN THE BUILDING WALL IN BACK OF, BESIDE, OR OVER THE TRANSFORMER UNLESS THE TRANSFORMER IS A MIN. OF 10 FEET FROM THE BUILDING.
 4. SIDE OPENINGS FROM DOORS OR WINDOWS SHALL NOT BE LESS THAN 10 FEET.
 5. THERE SHALL BE A MIN. OF 10 FEET BETWEEN THE TRANSFORMER AND ANY OPENING IN THE BUILDING FOR RELIEF VALVE, GAS VENT DISCHARGE, GAS FILLING CONNECTION, OR PROPANE TANK. SOME INSURANCE COMPANIES MAY REQUIRE FENCED CLEARANCES.
 6. TRANSFORMER SHALL BE LOCATED FAR ENOUGH AWAY FROM BUILDING OVERHANGS SO THAT THEY WILL NOT BE SUBJECT TO DAMAGE BY FALLING ICE AND SNOW.
 7. IF THE TRANSFORMER IS NOT IMMEDIATELY UPON THE INSTALLATION OF THE CABLE IN THE PAD, THE DEVELOPER SHALL PROVIDE AND INSTALL A CAP APPROVED CONCRETE, STEEL, OR FIBERGLASS COVER OVER THE PAD OPENING TO ELIMINATE EXPOSURE OF THE CABLE.



PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

[illegible]

UTILITY DETAILS - 2

REDFERN PROPERTIES, LLC

ORD: REDFERN PROPERTIES, LLC
PO BOX 8816 PORTLAND, MAINE 04104

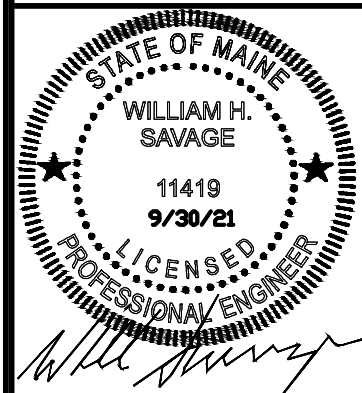
DRAWING NAME:

PROJECT NAME/ADDRESS:

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC.. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2655

FILE:	1148_CIVIL
JN:	1148
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS/PFH



DRAWING NO.

C-42



Calculation Summary			
Label	Avg	Max	Min
SITE	0.58	3.2	0.0

**45 FOREST AVE
PORTLAND, ME
SITE LIGHTING LAYOUT**

GENERATED FOR:

SCALE NOT TO SCALE

Page 1 of 1



NOTICE: THIS DRAWING IS THE EXCLUSIVE PROPERTY OF SWANEY LIGHTING ASSOCIATES. ITS ACCEPTANCE CONSTITUTES AN AGREEMENT THAT THE DRAWING WILL BE TREATED AS UNCLASSIFIED INFORMATION AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION CONCERNING THE OPERATION OF UNITS INDICATED. THIS DRAWING IS TO BE RETURNED UPON REQUEST AND IS NOT TO BE COMMUNICATED, DISCLOSED OR COPIED; EXCEPT AS EXPRESSLY AUTHORIZED BY SWANEY LIGHTING ASSOCIATES.

NOTICE: THE INTENT OF THIS LIGHTING LAYOUT IS TO SUGGEST THE BEST UTILIZATION OF EACH LIGHTING FIXTURE. IT IS NOT THE RESPONSIBILITY OF THE MANUFACTURER TO FURNISH BY THE MANUFACTURER, ANY VARIATION IN FIXTURE PERFORMANCE METRICS FOR ANY OTHER PURPOSE IS NOT AUTHORIZED BY SWANEY LIGHTING ASSOCIATES.

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 MATERIALS.
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 EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE POTENTIAL CONFLICT WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
5. ALL CONSTRUCTION SIGNAGE IS TEMPORARY AND WILL BE REMOVED AT PROJECT COMPLETION. FINAL SIGNAGE WORDING AND PLACEMENT LOCATION TO BE ACCEPTED BY THE CITY.
6. SEDIMENT BARRIERS TO BE PLACED DIRECTLY ON THE FRONT AND SIDE PROPERTY LINES, DOWN GRADIENT OF THE PROPOSED PROJECT WORK PER DETAIL; FEENCES ARE OFFSET OF THE PROPERTY LINES AS SHOWN ON THE PLAN FOR CLARITY PURPOSES AND DO NOT NECESSARILY DEPICT THE PHYSICAL LOCATION.
7. THE CONTRACTOR SHALL PLACE AND MAINTAIN PROTECTION OF ALL CURBS, GUTTERS, DRAINAGE BASINS AND FIELD-UNPAVED SURFACES, PER DETAIL.
8. DEMOLITION PLAN IS NOT INCLUSIVE OF ALL EXISTING ITEMS TO BE REMOVED AS PART OF SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES, WORK WITHIN THE ROW, ETC. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND REGULATIONS.
9. CONTRACTOR TO BE RESPONSIBLE FOR PROVIDING OFF-SITE PARKING TO EMPLOYEES, ON-SITE PARKING WILL NOT BE PROVIDED OR GUARANTEED. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FROM THE CITY FOR CURB AND SIDEWALK STREET PARKING SPACES DURING THE CONSTRUCTION PERIOD.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL ALONG CONSTRUCTION FENCE AND GATE.



PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

[illegible]

CONSTRUCTION MANAGEMENT PLAN

REDFERN PROPERTIES, LLC

CORD: REDFERN PROPERTIES, LLC
PO BOX 8816 PORTLAND, MAINE 04104

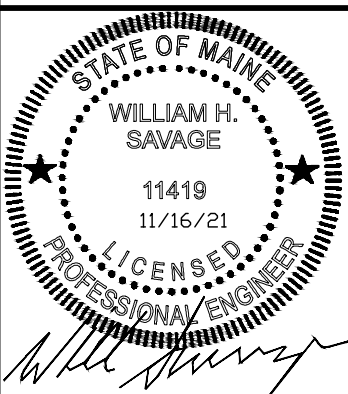
DRAWING NAME:

PROJECT NAME/ADDRESS:

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
P.O. BOX 3372, PORTLAND MAINE 04101
(207) 775-2655

FILE:	1148_CIVIL
JN:	1148
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS/PFH



DRAWING NO.

C-03

PLANNING BOARD REPORT PORTLAND, MAINE



1 Union Wharf
Subdivision
PL-001542-2021
Proprietors of Union Wharf, Applicant

Submitted to:	Portland Planning Board	Prepared By:	Charles Tetelman
Public Hearing Date:	November 23, 2021	Date:	November 19, 2021

I. INTRODUCTION

The Proprietors of Union Wharf, owners and applicants, are proposing to subdivide six existing lots along Union Wharf into two lots. In 2017, the applicant submitted a ground lease for a section of the property located at 5 Widgery Wharf (NBT Bank building). This new two-lot proposal would bring the total number of new parcels within a five-year period to three, thus warranting a subdivision approval. The new lots will consist of the following:

- Proposed Lot 1: 1.24 acres including the buildings at 230 Commercial Street, 1 Union Wharf, and 5 Widgery Wharf.
- Proposed Lot 2: 6.70 acres including the rest of the buildings on the property along Union Wharf.

Pursuant to Land Use Code Section 15.4, the applicant is seeking Planning Board approval for the proposed subdivision. Reciprocal easements are in place between the two proposed lots to address shared utilities, services, and maintenance.

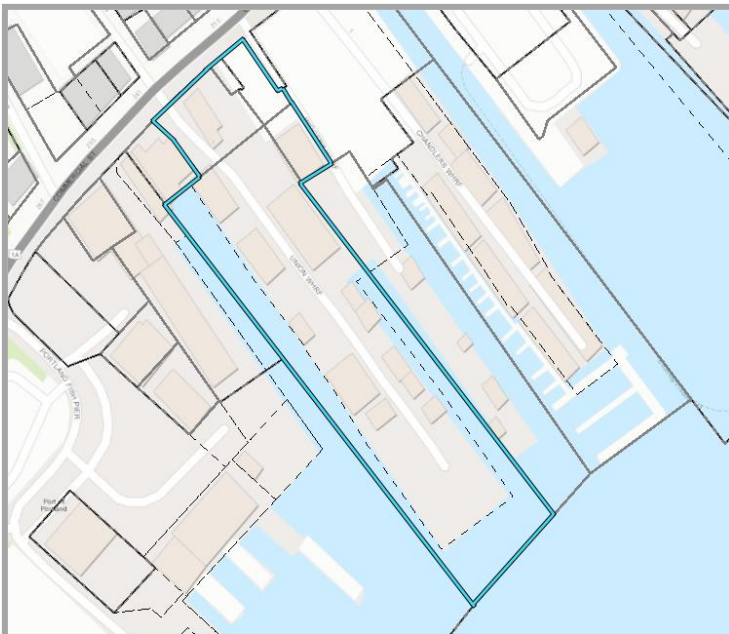


Figure 1: Existing Parcel Boundaries / Scope

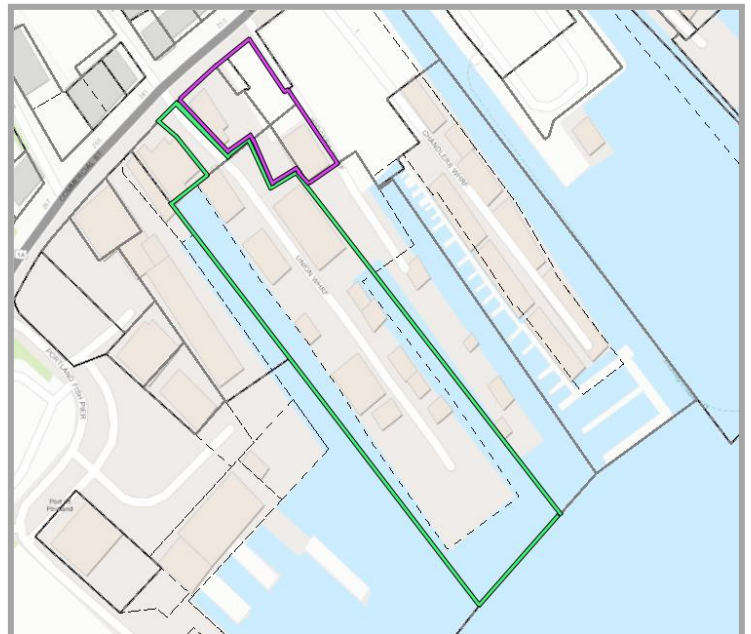


Figure 2: Proposed Parcels

Given the administrative nature of the subdivision without any proposed development, the application was scheduled for a Planning Board hearing without an initial workshop.

The Planning and Urban Development Department mailed 270 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the November 12 and 13, 2021 editions of the *Portland Press Herald*.

Applicant: Proprietors of Union Wharf
Applicant Representative: Stephen Bushey, PE (Gorrill Palmer)

II. REQUIRED REVIEWS

Review	Applicable Standards
Subdivision	Section 15.4

III. PROJECT DATA

Existing Zoning	Waterfront Central Zone (WCZ)	
Property Size	7.94 acres (345,713 sq. ft.)	
Existing Use	Commercial	
Existing Number of Lots	Six	
Proposed Number of Lots	Two	
Parcel Size	Proposed Lot 1: 1.24 acres	Proposed Lot 2: 6.70 acres

IV. SUBDIVISION PROPOSAL

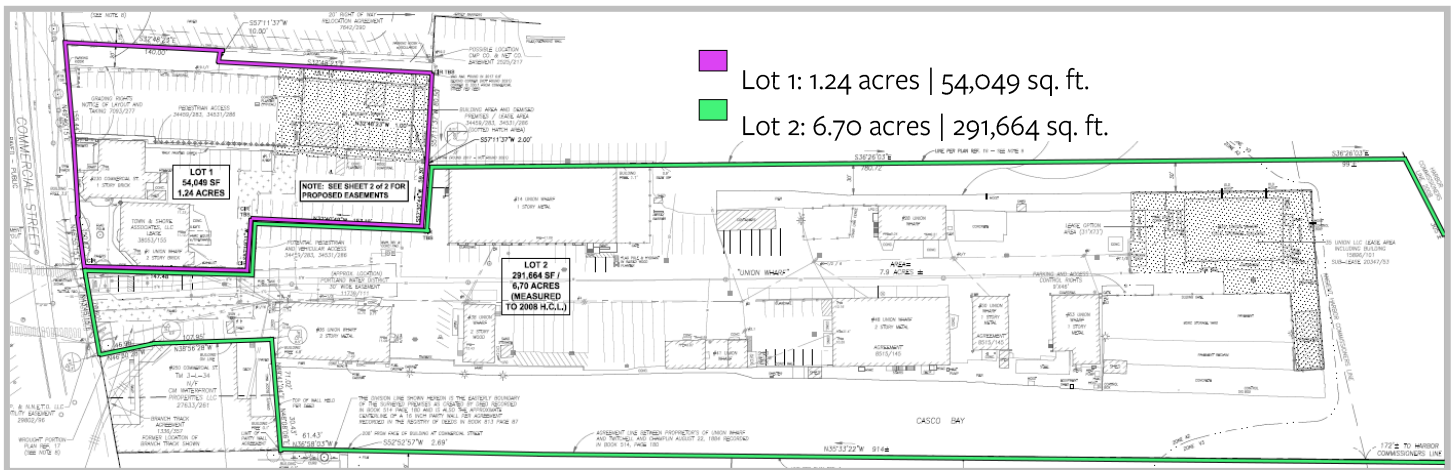


Figure 3: Proposed Subdivision Lots (Plan 4)

The proposed subdivision includes most of Union Wharf stretching from the Fore River to Commercial Street. Proposed Lot 1 consists of three buildings and associated parking areas. Along the frontage of Commercial Street are two brick buildings (230 Commercial St. and 1 Union Wharf) as well as a parking lot. Beyond the parking lot off of Widgery Wharf, an existing ground lease from 2017 led to the construction of a four story building currently occupied by NBT Bank.

Proposed Lot 2 includes the Union Wharf street connecting to Commercial Street and encompasses the rest of the Wharf going towards the end of the pier. This lot includes 9 structures along Union Wharf.

There are multiple easements associated with the Union Wharf Subdivision (Plan 5):

1. **Easement Inset 1 shows:**
 - a. A surface parking and utility easement from Proposed Lot 2 to Proposed Lot 1 along the Union Wharf street (3,066 sq. ft.);
 - b. A surface parking, loading, and utility easement from Proposed Lot 2 to 250 Commercial Street (3,074 sq. ft.); and
 - c. An access easement from Proposed Lot 2 to 250 Commercial Street (370 sq. ft.).
2. **Easement Inset 2 shows:**
 - a. An access easement from Proposed Lot 2 to 250 Commercial Street along the Union Wharf Street wrapping around to the loading area behind the 250 Commercial St. building (3,538 sq. ft.).
3. **Easement Inset 3 shows:**
 - a. The shared pedestrian and vehicular access easement from Commercial Street through the first section of the Union Wharf street (3,107 sq. ft.).
4. **Easement Inset 4 shows:**
 - a. A utility easement from Proposed Lot 2 to Proposed Lot 1 (23,081 sq. ft.)

V. BACKGROUND

In 2016, the Proprietors of Union Wharf and Poole Group of Companies received approval for a Level III Site Plan Application for a phased, mixed-use development on Union Wharf at 230 Commercial Street. This proposal included one building at 5 Widgery Wharf (now the NBT Bank Building) and two buildings along Commercial Street. Only the 5 Widgery Wharf building was completed and no other development-related actions have occurred as the approval expired in 2019.

VI. EXISTING CONDITIONS AND SURROUNDING AREA

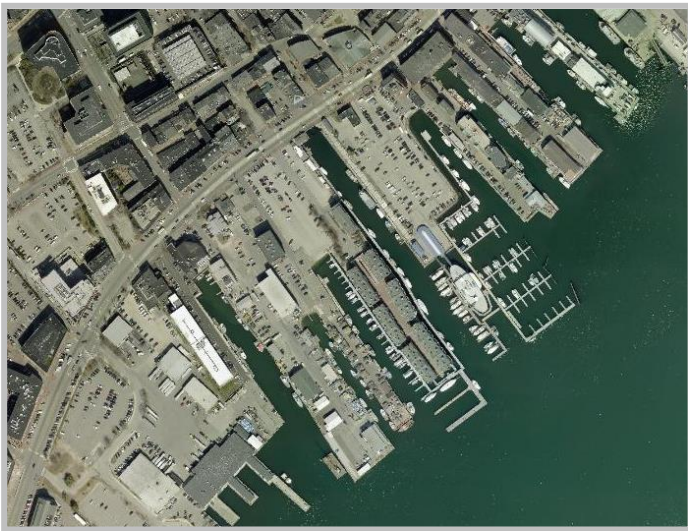


Figure 4: Aerial View of Surrounding Context



Figure 5: Google Street View of Union Wharf/Commercial

Figure 4 shows the context of the wharves in the greater context of Portland's Old Port. Commercial Street is a primary corridor for tourism, commercial activity, and economic development. Access to water is

essential for many of the businesses located on the wharves. Yet, non-marine uses are essential to balancing economic activities along the waterfront. Figure 5 demonstrates this balance within the subdivision by maintaining access for Proposed Lot 2 and allowing parking for Proposed Lot 1 and 250 Commercial Street.

Both lots are readily served by public transit stations located along Commercial Street. Additionally, the area is located close to a variety of METRO hubs allowing visitors and employees access to public transit within a five minute walk from the proposed subdivision.

VII. RIGHT, TITLE, & INTEREST

The applicant has submitted a plethora of deeds dating back to 1849 showing adequate right, title, and interest in the properties associated with the proposed subdivision (Attachment 3).

VIII. ZONING ANALYSIS

Union Wharf is located within the Waterfront Central Zone (WCZ). The WCZ was “created to protect and nurture water-dependent and marine-related support uses” between Commercial Street and the Fore River. Additionally, the Commercial Street Overlay Zone (CSOZ) balances the desire for non-marine uses directly along Commercial Street. The proposed subdivision successfully balances the purpose of both the WCZ and the CSOZ. Proposed Lot 1, as shown above, represents commercial buildings focused primarily on non-marine uses whereas Proposed Lot 2 maintains the water-dependent and marine-related uses. The applicant is intending to maintain ownership of Lot 1 and sell Lot 2 to the Gulf of Maine Research Institute.

Standard	Requirement	Proposed Lot 1	Proposed Lot 2
Minimum Frontage Along Commercial Street	75 feet	195 feet	78 feet
Minimum Lot Width within the CSOZ	50 feet	195 feet	60.4 feet
Setback from Pier Edge	10 feet	10 feet	10 feet

IX. SUBDIVISION REVIEW STANDARDS (Section 15.4)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland’s Subdivision Ordinance and applicable regulations. Staff comments are listed below.

1. **Will Not Result in Undue Water and Air Pollution (Section 15.4.1.A), and will not result in undue soil erosion (Section 15.4.1.D)**

The proposed subdivision will not result in undue water, air pollution, or soil erosion. There are no proposed changes to use on either of the lots which do not emit significant air emissions or impact the surrounding water. The structures throughout both proposed lots sit at an elevation above the flood zone. Additionally, there are no soils on site with concerns regarding erosion.

2. **Has sufficient water available and will not cause unreasonable burden on existing water supply (Section 15.4.1.B and C)**

The proposed subdivision will continue to be served by a Portland Water District (PWD) 8” public water main. The property also contains a private meter beyond the PWD water main. Proposed easements include a utility cross easement between the proposed lots (Plan 5).

3. **Will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highway or public roads existing or proposed (Section 15.4.1.E)**

There are no changes to traffic circulation or access to either of the proposed properties. Easements demonstrate parking, vehicle, and pedestrian access from Proposed Lot 2 to both Proposed Lot 1 and 250 Commercial Street.

4. **Will provide for adequate sanitary sewer and stormwater disposal (Section 15.4.1.F) and will not cause an unreasonable burden on municipal solid waste and sewage (Section 15.4.1.G)**

Currently, all of the properties associated with the subdivision are served by private waste haulers. The proposed lots will continue utilizing private waste haulers and there will be no unreasonable burden on municipal solid waste.

The proposed lots will continue to be served by a sanitary sewer collection main that extends out to Commercial Street. With no new developments proposed as part of the subdivision, there will be no change to the wastewater generation from either proposed lots to the public sewer system.

5. **Will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat (Section 15.4.1.H)**

Both proposed lots associated with the subdivision, as waterfront properties, are located next to the Fore River. Fore River is a High Value Saltwater Habitat. However, the subdivision proposal contains no development proposal or changes to the land use associated with the proposed lots. No impacts to the Fore River are expected.

The parcels are entirely developed and thus contain no significant wildlife habitat on the parcel. Additionally, there are no historic or scenic resources on site.

6. **Is in conformance with the Comprehensive Plan (Section 15.4.1.I)**

The proposed subdivision maintains the water-dependent marine-uses as laid out in Portland's Plan. The Plan aims to support marine related uses on the waterfront while also continuing the growth of economic activity along Commercial Street. Historically, Union Wharf has demonstrated a commitment to the water-dependent uses and this subdivision intends to preserve those uses in-line with the City's Comprehensive Plan.

7. **Adequate financial and technical capacity (Section 15.4.1.J)**

The applicant has submitted a letter from Gorham Savings Bank Senior Vice President Matthew W. Early dated September 7, 2021 demonstrating that the applicant has the cash resources and financial capacity for the proposed subdivision (Attachment 4).

As the proposed action represents a subdivision of developed lots with no new development as part of the application, technical capacity is not required.

8. **Whenever situated, in whole or in part, within the watershed of any pond or lake or within 250 feet of any wetland, great pond, or river, will not adversely affect the quality of such body of water or unreasonably affect the shoreline of such body of water (Section 15.4.1.K)**

Both proposed lots associated with the subdivision, as waterfront properties, are located next to the Fore River. Fore River is a High Value Saltwater Habitat. However, the subdivision proposal

contains no development proposal or changes to the land use associated with the proposed lots. No impacts to the Fore River are expected.

9. Will not, adversely affect the quality and quantity of groundwater (Section 15.4.1.L)

Peer reviewers noted no concerns with the impact on quality and quantity of groundwater within the subdivision.

10. Is or is not in a flood-prone area (Section 15.4.1.M)

The proposed lot surface elevation varies between nine and twelve feet. Most structures are situated at a ten foot elevation or higher. Most of the lot and structures are out of the flood zone.

11. Will provide for adequate stormwater management (Section 15.4.1.N)

Peer reviewers noted no concerns with stormwater management with no proposed development associated with the subdivision.

12. Will not have lots with a lot depth-to-shore frontage ratio greater than 5 to 1 if any lots in the proposed subdivision have shore frontage on a river, stream brook, great pond, or coastal wetland (Section 15.4.1.O)

The proposed subdivision will not result in a depth to shore front ratio of greater than 5 to 1 for either of the proposed lots.

13. For any proposed subdivision that crosses municipal boundaries, will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located (Section 15.4.1.P)

The proposed subdivision does not cross municipal boundaries.

X. PUBLIC COMMENT

No public comment has been received.

XI. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Department staff notes that the proposed application (PL-001789-2021) meets the relevant sections of the Portland Land Use Code and recommends that the Planning Board approve the proposed subdivision at Union Wharf.

XII. PROPOSED MOTIONS

A. SUBDIVISION REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for the public hearing on November 23, 2021 for application PL-001789-2021 at 1 Union Wharf relevant to the subdivision regulations, and the testimony presented at the Planning Board hearing, the Planning Board [**finds/does not find**] that the plan is in conformance with the subdivision standards of the Land Use Code.

XIII. ATTACHMENTS

APPLICANT SUBMITTAL

1. Cover Letter 09.20.2021
2. Subdivision Checklist Union Wharf
3. Deeds
4. Financial Capacity Letter – Proprietors of Union wharf
5. Cross Easement – Working Draft
6. Comment Response Letter 11.11.2021

REPORT ATTACHMENTS

- A. Union Wharf – Preliminary Comments

PLANS

- Plan 1. Subdivision Book 161_pg 9
- Plan 2. Boundary Survey Book 215_pge 3
- Plan 3. Original Plan_dated 1904 Book 10_Pg 93_Plan_1904
- Plan 4. Amend Subdiv Plan_Sheet 1 of 2
- Plan 5. Amend Subdiv Plan_Sheet 2 of 2

PUBLIC COMMENT

None Received

GENERALCity Planning Staff

- Ability to Serve letters will be required as a condition of approval.
- Subdivision Plat Comments from City Surveyor:
 - Sheet 1:
 1. The labels of Moulton Street and Dana Street are not correct. These should be Union Street and Cross Street instead.
 2. Please make sure the surveyor's stamp and signature appear on the final version.
 3. General Note 5 recommends a Boundary Line Agreement. What is the current status of that?
 4. Please label State Plane Coordinates on at least two of the lot corners.
 - Sheet 2:
 1. Please correct Moulton Street to Union Street as mentioned for Sheet 1.
 2. Please label bearings and distances for all six of the proposed easements' boundary lines.
 3. Please make sure the surveyor's stamp and signature appear on the final version.

TRANSPORTATION

- The plans note the access easement is opposite Moulton Street. That is incorrect and should be changed to Union Street.
- The Lot 1 and 2 boundary line will be located between a bank and parking spaces. This would seem to be hard to manage and control from an access and management perspective.



707 Sable Oaks Drive, Suite 30
 South Portland, Maine 04106
 207.772.2515

September 20, 2021

Mr. Kevin Kraft

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

**Subject: Proprietors of Union Wharf
 Union Wharf – Commercial Street
 Proposed Subdivision Application & Supporting Documentation**

Dear Kevin:

On behalf of the **Proprietors of Union Wharf**, we are providing the following Subdivision Application information related to a two-lot land division within the property known as Union Wharf located on Commercial Street (referred to herein as “Union Wharf” and the “Property”). We are submitting this Amended Subdivision Application in accordance with Article 15 of the Land Use Code (application included in Attachment A). In 2017, a portion of the property was ground leased to a related entity (the “Ground Lease”), for which it was determined no subdivision approval was required. In connection with the Ground Lease, Site Plan approval was obtained from the City and pursuant to that approval a new building has been constructed, which building is currently occupied by NBT Bank and others. Proprietors of Union Wharf now wishes to divide the property into a two lot subdivision. Lot 1 of two lot subdivision would include the Ground Lease Parcel. As discussed previously with City staff we understand that Corporation Counsel had determined that the proposal to divide the Property into two lots constitutes what will be the third division of the land within a 5-year period, because an earlier ground lease agreement for the construction of the NBT Bank Building at #5 Widgery Wharf must be counted as the first division¹. The current proposal involves only a land division creating two lots and no other development proposal at this time. On this basis, we understand that the application may require only a Public Hearing with the Planning Board and that no Neighborhood Meeting is required since Article 15.3.3 indicates a neighborhood meeting is required only for a subdivision of 5 or more lots.

PROJECT OVERVIEW

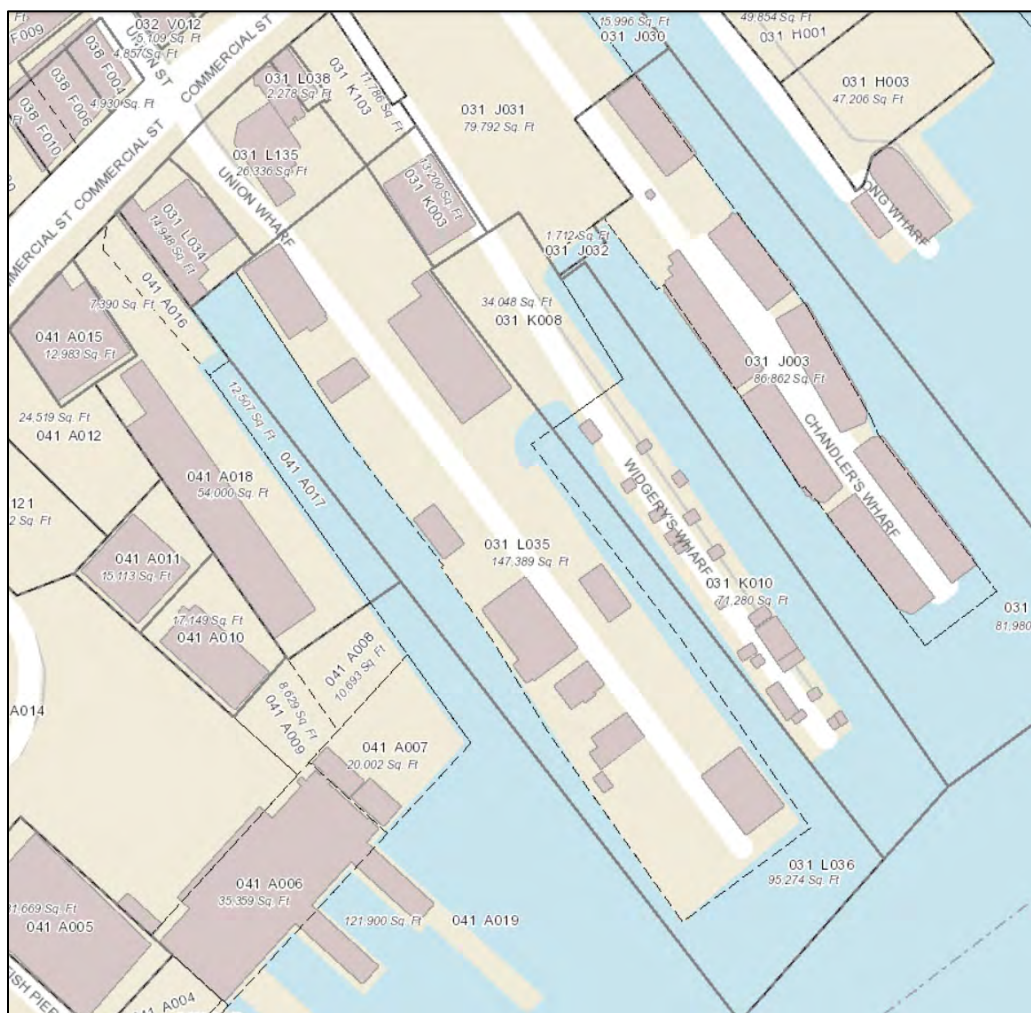
The Proprietors of Union Wharf are seeking to Amend the Subdivision Plan for Union Wharf whereby two lots may be reconfigured out of the approximately 7-acre property under common ownership of the Proprietors of Union Wharf. Currently, the most recent approved Subdivision Plan is recorded in the Cumberland County Registry of Deeds (“CCRD”) under Book 161; Page 9, a copy of which is contained in Attachment B to this letter. That plan depicts a so-called Lot 35 as containing twelve or so structures within the lot along with a 24’ wide paved travel and fire lane. The Lot 35 has approximately 164.0’ of street frontage and over 1,100 LF of

¹ See Title 30-A §4401 Definitions Part 4. Subdivision



depth perpendicular to Commercial Street. The lot designation appears to be tied to the Assessor's tax map. By comparison, the City's current GIS/tax mapping identifies an assemblage of six properties owned by the Proprietors of Union Wharf, which is shown as follows:

Tax CBL ID	Commercial Street Frontage
031 K 103	66.4'±
031 L 038	29.5'±
031 L 135	164'±
031 L 035	0 feet
031 K 003	0 feet
031 L 036	0 feet





Union Wharf is located within the City's Waterfront Central Zoning (WCZ) District and the following dimensional requirements apply:

Dimensional Requirement	Standard
Minimum Lot Size	None
Minimum Frontage Along Commercial Street	75'
Minimum Lot Width with the CSOZ	50'
Minimum Front, Side and Rear Setbacks	None
Setback from Pier Edge	10'
Maximum Lot Coverage	100%

The most recent Boundary Survey completed by Downeast Surveying & Development (recorded in CCRD Book 215, Page 337 as contained in Attachment C) indicates the property contains 272.99 LF of street frontage along Commercial Street which is generally consistent with the GIS maps and the recorded Subdivision Plan. Based on the frontage requirements and minimum lot width in the Commercial Street Overlay Zone (CSOZ) we have prepared an amended Subdivision plan for two lots that satisfy the WCZ dimensional requirements.

Proprietor of Union Wharf's current proposal is to amend the existing Subdivision of Union Wharf by dividing the property into two lots with shared access from the long-established travel and fire lane that enters the site at the intersection of Union Street and Commercial Street. The following outlines the proposed lot specifics:

Dimensional Standard	Proposed Lot 1	Proposed Lot 2
Lot size	252,146 SF/5.79 acres	52,196 SF/1.2 acres
Minimum frontage along Commercial Street	78 feet	195 feet
Minimum Lot Width within the CSOZ	60.4 feet	195 feet

HISTORIC SITE OWNERSHIP

Documents from the CCRD yield a lengthy volume of property ownership for Union Wharf. Union Wharf was originally constructed in 1793 by an ownership group of 25 persons², who formed themselves as the Proprietors of Union Wharf. The Proprietors of Union Wharf are originally identified in a deed as early as 1856³ and through the late 1800's into late 1900's. Throughout the last century and a half, various transfers of interests occurred as members died and/or passed their interest to heirs or to the remaining shareholders of Proprietors of Union Wharf. Generally speaking Union Wharf, has been owned primarily by the Shurtleff/Poole family as members of the Proprietors of Union Wharf, and their designated heirs who now remain the sole members linked to the original formation of the corporation. Copies of various deeds, including several that refer to lots on Union Wharf, are contained in Attachment D.

The earliest plan from CCRD is from 1904 and is recorded in Plan Book 10, page 93, a copy of which is contained in Attachment E to this letter. The plan identifies at least 25 numbered parcels/owners, along the east side of the Union Wharf common circulation drive. The plan depicts other possible parcels/lots, however, that information is less defined with respect to ownership. The modern surveys and the recording plat are useful in

² As described by the Maine Memory Network

³ See CCRD 2293_6_5_1856



also identifying additional land that Proprietors of Union Wharf have acquired over time, including specifically the parcels identified as Lots K103, L038, and K003 as identified on the City's GIS database. These lots are now owned by Proprietors of Union Wharf.

ZONING REVIEW

Pertinent to the proposed realignment of lots is an examination of several pieces of the WCZ code language. These include the following:

- **Article 10.3.1 Purpose**

We believe that Union Wharf epitomizes the purpose of the WCZ in respect to the prioritization of water-dependent, marine-related, and marine compatible uses as the Wharf supports numerous business uses in this regard. Further, the history of Union Wharf has always consistently supported these uses for over two hundred years. As allowed in the WCZ, marine compatible related land use also continues to thrive and support Union Wharf. This non-marine related but marine compatible land use was recognized in the crafting of the WCZ language, whereby marine compatible related land use on the wharf is imperative to maintaining sound economic support for long term wharf ownership, maintenance and operations.

- **Article 10.3.2 Definitions**

- o *Common Circulation Drive: private driveways, roadways and circulation areas accessible to all on-site tenants and/or occupants of a lot within the waterfront central zone providing access from/to the public street network.*

Union Wharf has, throughout its lifespan, supported a common circulation drive as evidenced by the historical mapping and today's current conditions. Under the proposed lot division the access drive extending from the signalized Commercial Street intersection will continue to be the primary route into Union Wharf. Multiple access and utility easements will be created that benefit both the two proposed lots as well as an adjacent property at #250 Commercial Street.

- **Article 10.3.3 Permitted Uses**

We believe that the existing uses on Union Wharf comply with the provisions of 10.3.3 and that by inspection there are more than a dozen tenants/uses on Union Wharf. The objective of the current proposal is to create two lots whereby Lot 1, containing the majority of Union Wharf property may be sold in the future and Lot 2, containing the NBT Bank building (#5 Widgery), the Black Tie Catering business (One Union Wharf) and the Sapporo Restaurant (#230 Commercial Street) may be retained by the Proprietors of Union Wharf.

Article 15.4 Review Standards

In accordance with Section 15.4.1 of the Land Use Code, the following evidence is provided in support of the standards of review:

- A. The proposed subdivision will not result in undue water or air pollution. Union Wharf has been in operation along the Portland waterfront for greater than 200 years. The Property is well maintained and contains



connections to public utilities for water, sewer, power and natural gas. The owners have provided ongoing maintenance of the pier infrastructure and it is expected that future owners will continue to do the same. The Property's surface elevation varies from elevation 9 feet (NGVD29) to elevation 12.0' with nearly all the structures at elevation 10.0' or higher, thus they are out of the flood zone. No uses on the site emit significant air emissions and there are no overboard discharges.

- B. The Property is served by an 8" public water main supplied by the Portland Water District. There is a private meter pit on the wharf that will remain. Beyond the meter pit, the 8" main is privately owned and maintained. A utility cross easement will be established that benefits both of the proposed lots.
- C. The subdivision does not involve any increased domestic water use beyond the historic levels of the Property. The applicant has requested a determination letter from the PWD to support this submission. A copy of the determination will be submitted to the Planning Department upon receipt.
- D. The Property contains no soils that warrant a concern about erosion.
- E. The Property benefits from an existing signalized access at the intersection of Commercial Street/Union Street and the Union Wharf entrance. No new land uses are proposed at this time that would impact trip generation or other traffic related capacity. The site and main driveway onto Commercial Street are not identified as a high accident location according to the Maine Department of Transportation.
- F. The Property is served by a sanitary sewer collection main that extends to Commercial Street where it ties into the public main and conveyance to the City's east end wastewater treatment plant. No new uses are currently proposed as part of the land subdivision so there will be no change to the water use and wastewater generation from the Property to the public system. The Property's primary method of stormwater management is sheet flow off the pavement of the Property's surfaces. There are multiple catch basins that discharge collected rainfall directly into the Fore River. The catch basins contain shallow sumps for limited collection of materials that may wash off the Property's surfaces. The Property does not tie into any public drainage systems along Commercial Street.
- G. The Property is not served by municipal solid waste collection or disposal. Private waste haulers serve the site today and will continue into the future.
- H. The Property is completely developed and contains no features considered to be scenic or areas of natural beauty, nor does the Property contain any historic site, significant wildlife habitat, rare and irreplaceable natural areas or public rights for physical or visual access to the shoreline. Requests for data have been sent to the Maine Inland fisheries and Wildlife, Maine Natural Areas program and to the Maine Historic Preservation Office. Their replies will be provided upon receipt.

The Property is located adjacent to the Fore River which is mapped as containing High Value Saltwater Habitat according to the City's mapping within the comprehensive plan (see figure below). The subdivision proposed no changes to the Property's land use nor are any impacts to the resources anticipated.

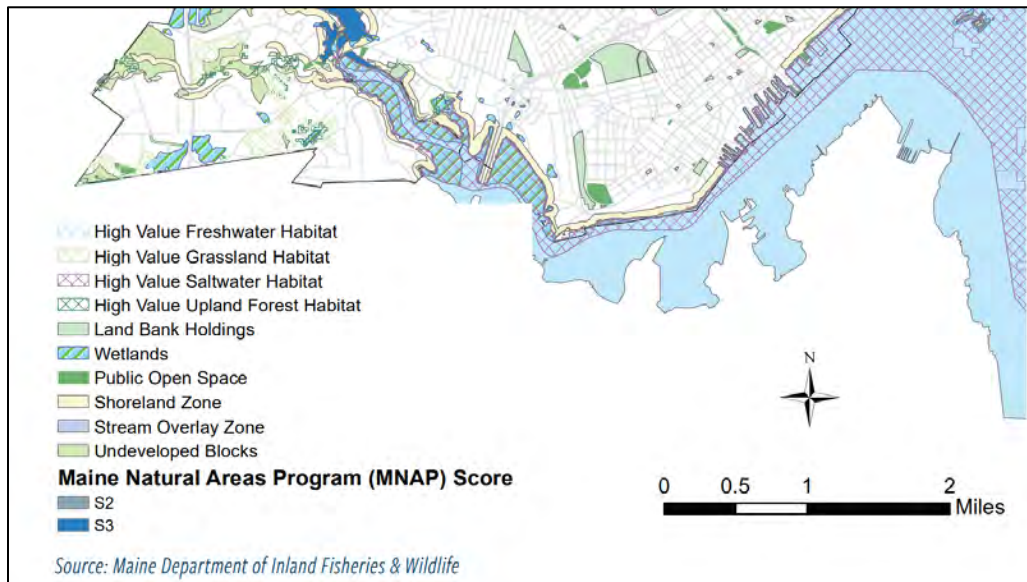


Figure #1 – High Value Plant and Natural Resource Map

- I. The proposed lot division of Union Wharf is consistent with the Comprehensive Plan as it will allow for the continued investment in the marine related industries that Union Wharf supports. The Property will continue to provide marine related land use including vessel berthing, support for fishermen and other marine related businesses which are at the core of Union Wharf's long history and are fully expected to continue and be fostered into the future. The lot division does not involve any proposal that will otherwise modify or substantially change the nature of the marine related purpose of the Property.
- J. **Technical and Financial Capacity** – The Proprietors of Union Wharf have owned the Property for many years as described above. The Proprietors of Union Wharf have been responsible for the ongoing operations and maintenance of the Property and this will continue into the future. The Proprietors of Union Wharf envision a possible land sale of the proposed Lot 1 and a cross easement agreement will be entered into with the prospective owners of Lot 1 whereby the rights and responsibilities between the Proprietors of Union Wharf and Lot 1 owner will be clearly identified and defined. The cross-easement agreement will assure continued technical capacity to operate the proposed divided parcels. The applicant has also retained Steve Bushey, PE from Gorrell Palmer – Civil Engineer for design and permitting requirements. An initial draft of the cross-easement agreement is attached hereto as Attachment G.
- K. The accompanying letter which is included in Attachment F from Gorham Savings Bank outlines the applicant's financial capacity to undertake the proposed subdivision.
- L. Union Wharf is located within 250 feet of the Fore River. Operations and land use on the Property have not in the past resulted in adverse impact to the water quality or shoreline of the river. The proposed land division is not expected to substantially change these conditions.
- M. The activities on Union Wharf do not involve any groundwater extraction or discharges thus there will be no adverse effect on the quality or quantity of the groundwater.



- N. The site is identified on the City's flood zone mapping as being within an AE zone over the majority of the site, with the SE wharf corner being within a small area of the VE zone. The most recently constructed building at #5 Widgery Wharf has a ground level parking area at around elevation 10.5' and the lowest occupiable space on the second floor is at elevation 20.5'. All the other structures have been in existence prior to the establishment of the flood zone limits.



Figure 2 Excerpt of City GIS Flood Map

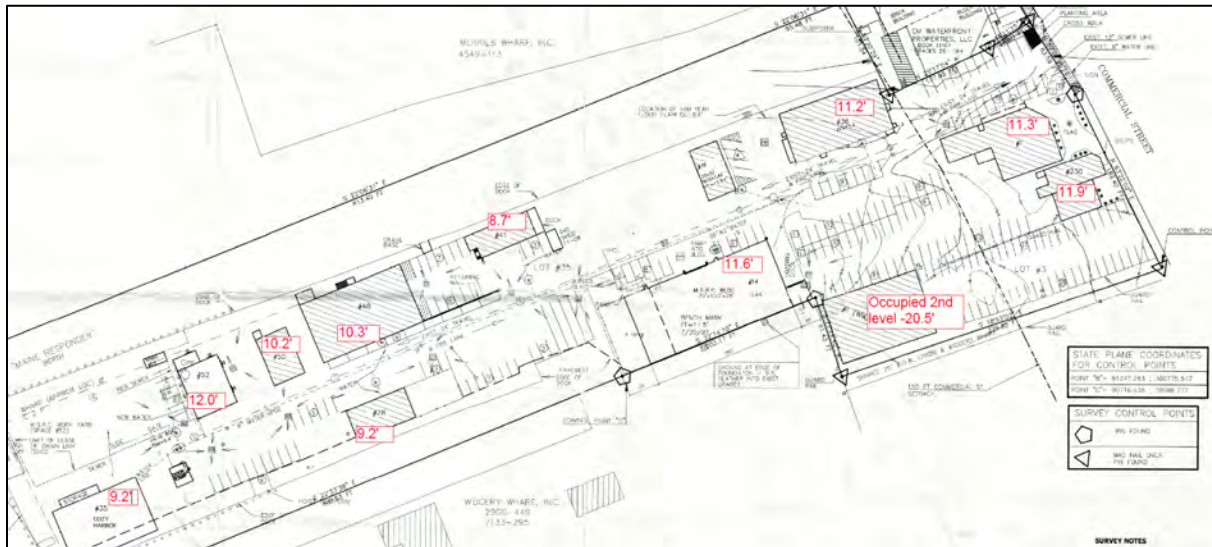


Figure 3 – Finish Floor Elevations of Various Structures (NGVD29)

- O. The Property relies on the sheet flow of rainfall runoff primarily to the Property edges or to several catch basins that serve to collect and then discharge to the Fore River. The Property does not discharge runoff to Commercial Street or to any City drainage infrastructure. The proposed lot division does not involve any changes to these conditions. There are no known issues with the current conditions. The owners of the Property currently participate in the City's Stormwater Service Charge program and will continue to do so in the future.



P. The proposed lots will not result in a depth to shore front ratio of greater than 5 to 1. Lot 1 does not have shore frontage and Lot 2 has a lot depth of 1,115 LF and wharf perimeter shore frontage estimated to be approximately 1,560 LF

Q. The proposed subdivision does not cross the municipal boundary.

In support of this discussion a draft Amended Subdivision Plan accompanies this letter in Attachment H. We look forward to the Planning Authority review and scheduling of a public hearing in November 2021.

If you have any questions regarding the materials being submitted, please contact this office.

Sincerely,

GORRILL PALMER

Stephen Bushey, PE

Senior Associate

Phone: 207-772-2515 x286

sbushey@gorrillpalmer.com

Attachments

c: Malcolm Poole
Charlie Poole
Hawley Strait, Bernstein Shur

u:\3626_union wharf feasibility - portland, melp applications\local\2021.09 subdivision application\lkr_kraft_subdivision_09.20.2021.docx

CITY OF PORTLAND
Planning & Urban Development Department

Att. 2

SUBDIVISION GENERAL DOCUMENT AND DRAWINGS CHECKLIST Please submit each document as a separate PDF file. Please confirm by electronically checking the boxes in the left-hand column. ** PLEASE FILL OUT AND UPLOAD THE ZONING ASSESSMENT TABLE AND WAIVER TABLE SEPARATELY AS NOTED BELOW ** At the time of application submission, please contact the Department of Public Works regarding E-911 addressing of your project.		
GENERAL APPLICATION DOCUMENTS		
☒ Yes	☐ NA	Project Description Cover letter with detailed project description
☒ Yes	☐ NA	Completed Checklist (this document)
☒ Yes	☐ NA	Evidence of 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 (see Zoning Assessment Table) Summary of compliance with use and dimensional standards of the land use code
☒ Yes	☐ NA	Subdivision Standards Assessment (see Article 15.4 of the land use code) Summary of compliance with subdivision review standards of the land use code
☒ Yes	☐ NA	Existing and/or Proposed Easements or Covenants, applicable. Evidence of existing easements and any proposed easements
☐ Yes	☒ NA	Waiver Requests (see Waiver Table) Written request for waiver describing request and compliance with applicable waiver standards
☒ 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

SUBDIVISION SUPPLEMENTAL SUBMISSIONS CHECKLIST

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

Yes	☒ NA	When private sewage systems are used, the results and supporting data of a soil test of each lot in the subdivision conducted by a soil evaluator licensed in the state.
Yes	☒ NA	When the adequacy of the subdivision's load bearing capacity is in question, a geotechnical report with supporting data that includes the result of test borings shall be prepared by a professional engineer registered in the state and submitted.
Yes	☒ NA	Price range of houses that will be built in the subdivision.
Yes	☒ NA	Traffic impact analysis.
Yes	☒ NA	High intensity soil survey, if required by the Planning Authority.
Yes	☒ NA	Types and estimated quantities of solid waste to be generated by the development.
☒ Yes	NA	A narrative describing all proposed buffer strips, their dimensions, and maintenance plans and responsibilities.
☒ Yes	NA	A description of any wetlands, wildlife and fisheries habitats, archaeological sites or unusual natural areas located on or near the project site and a description of the methods that will be used to protect such area.
Yes	☒ NA	Construction plan outlining the anticipated sequence of construction of the major features of the project including without limitation roads, retention basins, sewer lines, seeding and other erosion and sedimentation control measures, and pollution abatement measures and also setting forth the approximate dates for commencement and completion of the project.
Yes	NA	
Yes	☒ NA	When conditions warrant, a program to control dust, erosion and sedimentation and/or vehicular traffic during construction.
☒ Yes	NA	At the option of the subdivider, any other information that may be necessary for the full and proper consideration of the subdivision shall be submitted in writing.


ZONING ANALYSIS Relevant Zone(s) WCZ - Waterfront Central Zoning
All Projects:

Lot 1 Lot 2

	Required	Proposed	
Lot Size	None	5.9 ac	1.2 ac
Area Per Dwelling Unit			
Minimum Street Frontage Commercial	75 FT	78 FT	195 FT
Front Yard Minimum	None		
Front Yard Maximum	None		
Rear Yard	None		
Yard Right	None		
Yard Left	None		
Side Street Setback	None		
Step Back			
Maximum Lot Coverage	100%		
Minimum Lot Coverage			
Maximum Height			
Open Space			
Maximum Impervious Area			
Pavement Setback			
Floor Area Ratio			
Off Street Parking Spaces			
Loading Bays			
Other 1 Lot Width within CSOZ	50 FT	60.4 FT	195 FT
Other 2 Setback from Pier Edge	10'		
Other 3			

Not Applicable

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			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

KNOW ALL MEN BY THESE PRESENTS, THAT *I*
Joseph Anderson of Westbrook in the County of Cumberland & State of Maine painter
 in consideration of *thirty seven Dollars & sixty five cents*
 paid by *the heirs of Samuel R. Hawkes late of said Windham deceased*
 the receipt whereof *I* do hereby acknowledge; do hereby remise, release, bargain, sell
 and convey, and forever quit claim unto the said *the said Heirs & their*

heirs and assigns forever, all *the* right, title and interest in and to *my Father's estate late*
of Windham deceased either by hisship or otherwise, This conveyance
was made in consideration of my claim of thirty seven Dollars & sixty five
cents, being entered and allowed before the the commissioner on the estate
of Samuel R. Hawkes late of Windham deceased.

To Have and to Hold the same, together with all the privileges and appurtenances there-
 unto belonging to *them* the said *Heirs & their*
 heirs and assigns, forever.

And *I* do covenant with the said *Heirs & their*
 heirs and assigns, that *I* will warrant and forever defend the premises to *them* the said
Heirs & their heirs and assigns forever, against the lawful
 claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, the said *Joseph Anderson & Lucy & Lucy wife of*
the said Joseph in testimony of her relinquishment of her right of dower in
the above described premises
 have hereunto set *our* hand and seal this *thirteenth* day of *May* in
 the year of our Lord, one thousand eight hundred and forty *eight*

Signed, Sealed, and Delivered,
 In Presence of

Moses LITTLE
Henry Houghton

Joseph Anderson JS
JS

CUMBERLAND, SS. *May 13th*
the above named Joseph Anderson
 and acknowledged the above instrument to be *his* free act and deed. BEFORE ME,

1848 Personally appeared

Received *April 3* 1849 at *10 o'clock, and 45 m. A. M.*, and recorded from the
 original: By *WILLIAM ROSE* Justice of the Peace
Register.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Hannah Russell Jr., of North Yarmouth in the County of Cumberland and State of Maine, Singlewoman, Fifteen Dollars.
in consideration of
paid by *the Proprietors of Union Wharf in said North Yarmouth*

the receipt whereof *I* do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said *Proprietors of Union Wharf their successors*

~~unto and assigns~~ forever, all ~~my~~ right, title and interest in and to
a certain Parcel of Land containing one acre, more or less, situated in said
North Yarmouth, bounded as follows, viz: Beginning at the Southwest side of
the Southwest abutment of Union Wharf aforesaid at high water mark, thence South-
westerly by high water mark, three rods, thence North seventy two and a half degrees
West to the County road on "*Clay hill*", so called, to a point distant from
the Northern side of said wharf at the upper end next the gable, eight-
een rods and fourteen links, measured on the "*dugway*" breast work, on
a course of South $15\frac{3}{4}$ East. & from said point, by the County road the
cove and the wharf aforesaid to the bound first mentioned.

To Have and To Hold the same, together with all the privileges and appurtenances
thereunto belonging, to ~~them~~ the said *Proprietors, their successors*
~~unto and assigns~~, forever.

And *I* do covenant with the said *Proprietors, their successors*
~~unto and assigns~~, that *I* will warrant and forever defend the premises to ~~them~~ the said
Proprietors their successors ~~unto and assigns~~ forever, against the lawful
claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, *I* the said *Hannah Russell Junr.*

have hereunto set *my* hand and seal this *nineteenth* day of *March* in
the year of our Lord, one thousand eight hundred and *twenty six*.

Signed, Sealed and Delivered,
In Presence of

Edmund Russell
Joann Hauchard.

Hannah Russell L.S.

CUMBERLAND, SS. *March nineteenth 1827.* Personally appeared *Hannah Russell, Junr.*
~~apossessed~~ ~~abovenamed~~ *her*
and acknowledged the above instrument to be *her* free act and deed. BEFORE ME,

Edmund Russell, Justice of the Peace.

Received *June 30th* 1846 at 11 o'clock, and 10 m. A.M., and recorded from the
original. By *William Ross* Register.

for and in behalf of said Corporation, have hereunto signed our names, and have hereunto affixed the seal of said Corporation, this fifth day of March, in the year of our Lord, one thousand eight hundred and fifty six -

Signed, sealed and delivered,

in presence of -
H. Blake

} Saml. P. Perley
} Eliakim Mayfield



Cumberland p. May 16, 1856 - Then Samuel P. Perley - President and Eliakim Mayfield - Treasurer of said Company - Personally appeared and acknowledged the foregoing instrument to be the free act and deed of the said Company -

Before me, Garrison Blake, Justice of the Peace
Recorded according to the original, Received June 4, 1856 - at 5 h. 35 m -
P.M. -
Attest William Mitchell Regr

Know all men by these presents, that the Proprietors of Union Wharf a Proprietary organized under a Statute providing the management of lands, wharves and other real estate lying in common, in consideration of the performance of all acts required by a vote of the Proprietors passed on June second 1856 - authorizing this conveyance, by the Proprietors of Union Wharf, a corporation created by an act of the legislature approved on February ninth 1856 - the receipt whereof is hereby acknowledged, have remised, released, sold, and forever quitclaimed, and said Proprietors do, by these presents, remise release, sell, and forever quitclaim unto the said grantees, being the Corporation last above named and its assigns, all our estate and property lying and being in common and undivided in Portland, consisting of the undivided portion of Union Wharf, and of the docks, flats and wharf privileges and land, used in connexion therewith, intending hereby to convey all our undivided estate and property of every description however the same may be bounded or described.

To have and to hold the aforementioned premises, with all the privileges and appurtenances, thereunto belonging to the said grantees, and their assigns forever, so that neither the said grantees nor any other

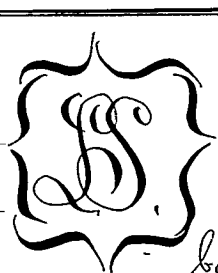
persons or persons claiming from or under them, or in the name, right, or stead of them, shall or will, by any way or means, have, claim, or demand any right or title to the aforesaid premises, or their appurtenances, or to any part or parcel thereof forever.

In witness whereof, the said Proprietors first above named by Joseph H. White, their clerk, duly authorized by its vote this day passed, have hereunto set their seal this second day of June, in the year of our Lord, one thousand, eight hundred and fifty six.

Signed, sealed and delivered, } The Proprietors of Union Wharf
in presence of, } by Joseph H. White -
W. O. Storer, } Clerk of the Proprietor

Cumberland sp. June 2^d 1856 - Personally appears Joseph H. White, and acknowledged the above instrument by him signed, to be the free act and deed, of the Proprietors of the above named and to be his own free act and deed.

Before me, W. O. Storer, Justice of the Peace -
Recorded according to the original, Received June 5th 1856 - at 10 h. 10 m. A.M.
Attest William C. Mitchell Repr.



State of Maine -
Cumberland sp.

To Charles D. Smith, Charles Kimball and A. K. Shurtleff, all of Portland in said County - disinterested and discreet persons - appearing -

Pursuant to the laws of the State, you are hereby appointed and authorized to appraise all the Real estate subject to Dower whereof David Planchard late of Portland in said County, deceased, died seized in said State, each piece and parcel by itself, at the present value thereof, in money, all in words at length, and you are also to appraise the annual rents and profits of each piece and parcel aforesaid, separately from your appraisement of the Real estate; and you are also to give notice to the heirs of said deceased, and to all other persons interested in said estate, before you proceed to make your appraisement as aforesaid; When you have completed the appraisement and ascertained the annual income of the whole estate, you are to assign, and set out to Almira Planchard, the widow of said deceased, such part of said real estate as will yield her one third part of the annual rents and

188

appeared Frank A. C. Gould and Robert E. Munroe above-named and severally made oath that the facts set forth in the foregoing Certificate by them Subscribed are true.

Before me.

Leander E. Cram.

Justice of the Peace

Received Nov. 19, 1884 at 2 h. 55 m. P.M. and recorded according to the original.

Attest.

Leander E. Cram

Register.

Twitchell &

and

Prop. of Union Wharf in pursuance with call of Aug. 15th 1884 as follows:

Portland Aug. 22nd 1884.

To the Proprietors of Union Wharf.

You are hereby notified that a special meeting will be held at 51¹/₂ Exchange St. on Friday next, 22nd current, at 2 o'clock P.M. for the following purpose.

1st To see if said proprietors will authorize the Wharf Committee to agree with the owners of Merrill's Wharf upon a division line.

2nd To see if said proprietors will change their "By-Laws".

3rd To see if said proprietors will choose any other officers, and to fix their salaries.

4th To see if said proprietors will attend to any other business legally presented.

Aug. 15, 1884.

A. O. Cram, Clerk

It was moved and carried, that the Wharf Committee be empowered to agree with the owners of Merrill's Wharf upon a division line between their respective properties, and to execute any instrument necessary to carry out such agreement.

It was voted to amend the vote authorizing

the Wharf Committee to agree upon a division line with the owners of Merrill's Wharf, by adding to it the following and to designate and fix the boundaries beyond which neither of said parties will fill in and occupy the docks between said Wharves with permanent structures.

A true Copy of Records

Attest, Stephen W. Dyer, Clerk.

Whereas John Q. Twitchell and James P. Champlin, each of Portland, Cumberland County and State of Maine, are the owners of the property situated on the Southerly side of Commercial Street, in said Portland, known as the "Merrill's Wharf Property", and the Corporation known as the "Proprietors of Union Wharf" own the property on the same side of said Street lying next Easterly of said property of Twitchell and Champlin, and whereas it is desirable to establish a division line between said properties, so as to avoid controversy about the same, and to make such agreement as will tend to prevent undue obstruction of the dock lying between the respective wharves of the said parties; Now therefore, it is agreed that the division line between said properties shall be and the same is hereby perpetually established as follows, to wit:

Said line commences at a point on the Southeasterly side of Commercial Street, midway between the Northwesterly and Northeasterly corners of the buildings owned respectively by the parties hereto, said point being one hundred thirty nine and forty four hundredths (139.44) feet, measured on the Southeasterly line of Commercial Street, Northeasterly from the division line established between said Twitchell and Champlin and John Bradford, by agreement dated April 13, A.D. 1883, and recorded in Cumberland Registry of Deeds, Vol. 494, Page 433; thence on a course South, twenty three degrees nine minutes ($23^{\circ}9'$) East, midway between the above mentioned buildings two hundred and eight (208) feet, which course for said two hundred and eight (208) feet, diverges Easterly

by two degrees (2°) from the course of the division line so established between said Twitchell and Champlin and said Bradford; thence Southerly parallel to and twenty nine (29) feet Northeasterly of the Northeasterly side of the said Wharf of said Twitchell and Champlin, nine hundred and fourteen (914) feet, more or less, to the Harbor Commissioner's line; but whereas the solid filling and stone underpinning or retaining wall belonging to the said Twitchell and Champlin project beyond said line a short distance Northeasterly, it is agreed that said Twitchell and Champlin, their heirs and assigns, shall have the right to maintain, occupy, use and enjoy said solid filling and foundations so long as either exist and buildings which are or may be placed thereon in the same position as the present buildings.

Said projection Northeasterly of said line is described as follows to wit: Beginning at a point on said line above mentioned two hundred and eight (208) feet Southerly from Commercial Street, thence Easterly at right angles to said line one and seventy six hundredths (1.76) feet; thence Northerly parallel to said line and along the Easterly side of said retaining wall, one hundred and fifteen (115) feet to the end thereof; thence Westerly at right angles to last line one and seventy six hundredths (1.76) feet to the division line above mentioned; thence Southerly by said line to the point of beginning; this description being for the base of the wall, the top of which projects over only eight (8) inches; and so far as said Proprietors, their successors or assigns may hereafter fill against said retaining wall as hereinbefore authorized, they may use so much of the same as lies Northeasterly of said division line for the purpose of erecting buildings thereon.

To have and to hold to the said Twitchell and Champlin, their heirs and assigns forever, and to the said Proprietors of Union Wharf, their successors and assigns forever, respectively according to the division line aforesaid subject to the exception

aforsaid.

And it is further agreed that neither said Twitchell and Champlin nor the heirs nor assigns of either of them shall without the consent of the Proprietors of Union Wharf, its successors or assigns owning the property of said Proprietors aforsaid, construct any wharf or other erection, or extend the present Wharf upon or in front of said property of said Twitchell and Champlin towards the Harbor beyond the line of limitation for such construction or extension established in the agreement between said Twitchell and Champlin and the Richardson Wharf Company, dated the ninth day of May, A.D. 1884, and recorded in said Registry of Deeds, Vol. 509 Page 185.

Said line of the limitation is as follows, namely: A line which shall be at right angles with the extended line of the Southwesterly coping of the wharf of said Twitchell and Champlin upon their premises aforsaid, and which line so at right angles shall intersect said extended line at a point found as follows, namely: A point on said extended line intersected by a line parallel with and Northerly of the Harbor Commissioner's line and extending Easterly from the Southeastly corner of Merchants Wharf owned by the Estate of John B. Brown as said Merchants Wharf existed on said ninth day of May.

And it is further agreed that each party hereto, his or its heirs, successors or assigns, upon his or its own side of said division line, may from time to time fill with piles or solid filling, or in parts with each, from Commercial Street to a line parallel with said Street, crossing said division line at a point measuring on said division line, two hundred and eighteen (218) feet Southeastly from said Southeastly line of said Street; and that from said line parallel with said Street to the Commissioners' line, said Twitchell and Champlin, their heirs and assigns, except as hereinbefore limited, may from time to time fill solid or with piles, or in parts with each, at any points Northwesterly of the Northeastly line

of their wharf as now indicated by the fenders of said wharf and extended towards said Harbor Commissioners' line; and that said Proprietors of Union Wharf, its successors or assigns, may from time to time so fill at all or any points lying Northeasterly of a line seventy (70) feet Northeasterly from and parallel with said Northeasterly line of said wharf of said Twitchell and Champlin as indicated by said fenders and extended to the Harbor Commissioners' line.

And it is further agreed, that neither party hereto, nor any person nor corporation claiming or holding under it or them respectively, will ever fill, drive piles or make any other erection whatever within the space bounded Northwesterly by said line which crosses said division line at said point two hundred eighteen (218) feet from said Commercial Street; Southeasterly by the middle of the channel of the Harbor; Southwesterly by said permitted line corresponding with the Northeasterly line of the wharf of said Twitchell and Champlin, as indicated by the fenders thereof; extended towards the center of said channel, and bounded Northeasterly by said permitted line lying seventy (70) feet Northeasterly from and parallel with the last described permitted line, so that at all times there shall be kept open and unobstructed the dock of the full width of seventy (70) feet between the wharves now or hereafter existing upon or in front of the several properties hereinbefore described, said dock to extend from said line of solid filling two hundred eighteen (218) feet distant from said Southeasterly line of Commercial Street, so far as the respective parties hereto, their heirs, successors or assigns, may now or at any time hereafter lawfully build towards the center of the channel of Fore River.

In witness whereof, said John D. Twitchell and James P. Champlin, and Angie B. Twitchell and Helen F. Champlin, wives of said John and James, in token of their several relinquish-

ments of their rights of dower in the premises, and said Proprietors of Union Wharf by Francis Fessenden Richard O. Conant and Simeon Shurtleff its Committee hereto duly authorized by vote of said Proprietors, passed on the twenty second day of August A.D. 1884, have hereunto set their several hands and seals at said Portland, this fourteenth day of November in the year of our Lord, A.D. 1884.

In presence of	John Q. Twitchell Seal
Harry L. Jones	James P. Champlin Seal
to J. Q. F., J. P. C., J. B. F.	Angie B. Twitchell Seal
& H. F. C.	Helen F. Champlin Seal

Daniel Brooks	Proprietors of Union Wharf, Seal
to F. F., R. O. C. & S. S.	By
	Francis Fessenden } Wharf
	R. O. Conant } Committee
	Simeon Shurtleff }

State of Maine }
Cumberland } ss.

On this fifteenth day of November A.D. 1884, personally appeared John Q. Twitchell, James P. Champlin and Francis Fessenden, Richard O. Conant and Simeon Shurtleff, Committee of the Proprietors of Union Wharf, and each severally acknowledged that the foregoing instrument is the free act and deed of said John Q. Twitchell, James P. Champlin and of the Proprietors of Union Wharf.

Before me,

Daniel Brooks
Justice of the Peace

Received, November 19, 1884, at 4.35 p.m. P.M., and recorded according to the original.

Attest:

Leander E. Cram

Register

in the year of our Lord, one thousand eight hundred and sixty five.
 Signed, sealed and delivered
 in presence of parts of
 description attached, and word
 "formerly" interlined in two places
 before signing David Hale.

Albert L. Furber Seal
 Laura A. Furber Seal

Cambridge ss. November 11, 1865. Personally appeared the above
 named Albert L. Furber, and acknowledged the above instrument to
 be his free act and deed.

Before me.

David Hale, Justice of the Peace.

Received January 30th 1866, at 2h. 20m. P. M., and recorded accord-
 ing to the original

Attest

Thomas Hancock Register

Know all men by these presents, that we Ambrose
 W. B. & R. R. R. Shurtleff, Samuel E. Sewall, Edward Fox, Alvah
 Fifty cents Bonants, Richard O. Bonants, James D. W. Perry, Al-
 B. H. pheus Shaw, Richard Odell's Heirs, by Richard O.
 Dec. 30-65 Bonants, Sarah Jewett, I. C. Benson, J. H. Fletcher,
 Isaac H. Sturdivant, Mary E. Scott, John G. Warren,
 Heirs of Susan C. Boyd, by William Boyd, Atty. for and in
 consideration of one dollar, to us severally paid, by the Proprietors
 of Union Wharf, in Portland, the receipt whereof, we do severally
 hereby acknowledge, do hereby remise, release, and forever quit-
 claim, unto the said Corporation, all our right, title and inter-
 est, in and to all the flats land, wharves and docks, owned
 by the Proprietary, existing in Portland, on the 9th day of Feb-
 ruary 1856, and then known as "the Proprietors of Union Wharf"
 saving and reserving to ourselves, and our heirs and assigns,
 forever, our respective stores and store lots, on said Wharf, as
 now owned and improved by us: the same being our individ-
 ual, and not corporate or common property: the purpose and
 objects of this conveyance being to ratify and confirm to said
 Corporation, a release and conveyance, made by said Proprietary
 by J. H. White their clerk, to the said Corporation, of the com-
 mon property of said Proprietary on the day of
 A. D. 185-

Shurtleff & als.

to

Proprietors of Union Wharf

To have and to hold the same, with all the privileges
 and appurtenances to the said Proprietors of Union Wharf and
 their assigns forever.

In witness thereof, we, the Grantors, above named,
 together with their respective wives, in token of their relinquish-
 ment, of all claim or right of dower, in said premises, here-

unto set our hands and seals this thirtieth day of December

A. D. 1865

H. F. Furber, Witness to

A. R. and L. Shurtleff,

M. R. Sewall, to E. E. S. and

H. W. S.

M. O. Fessenden

E. C. Rand

E. C. Rand

A. H. Sawyer

John Fay

E. C. Rand

M. R. Brewer, Witness to

E. W. Scott and Mary E. Scott,

Franklin Fay

M. S. Hersey

Franklin Fay

Mary E. West

Desire P. Sylvester

Desire P. Sylvester

D. S. Warren, Witness to

J. H. and M. E. Warren

M. J. Jewett

E. C. Boyd, to W. B.

A. R. Shurtleff Seal

L. Shurtleff Seal

E. E. Sewall Seal

H. W. Sewall Seal

Edward Fay Seal

Martha J. Fay Seal

Abiah Bonanti Seal

R. C. Bonanti Seal

E. L. Bonanti Seal

Isaac F. Sturdivant Seal

R. C. Bonanti, for Seal

Heirs of R. Odell

Chas. W. Scott Seal

Mary E. Scott Seal

J. C. Hersey Seal

Abby D. Fletcher Seal

J. H. Fletcher Seal

Mary J. Fletcher Seal

Alpheus Shaw Seal

Janet Shaw Seal

J. H. Warren Seal

M. E. Warren Seal

Sarah Jewett Seal

Wm. Boyd, for

Susan E. Boyd's Heirs

Cumberland ss. Jan'y 23. 1866. Personally appeared Edward Fay and acknowledged this instrument as his free act and deed.

Before me.

J. W. Parker, Justice of the Peace

Received January 30th 1866, at 4th P. M. and recorded according to the original.

Attest

Thomas Hancock Register

Danford

to

Moody

U. S. & R.

Fifty cents

J. H. T. S.

Jan 23-66

Know all men by these presents, that I, John H. T. Danford, of Gorham, in the County of Cumberland, and State of Maine, in consideration of the sum of one hundred dollars, paid by James M. Moody, of said Gorham, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell, and convey, unto the said James M. Moody, his heirs and assigns forever, a certain lot of land, situated in said Gorham, on the new road, so called, leading from Gorham to Burton, and bounded as follows, viz: Northwesterly by said road. Northeasterly by land of

quishment of her right of dower, in the above-described premises, have hereunto set their hands and seals this twenty third day of January, in the year of our Lord, one thousand, eight hundred and sixty six.

Signed, sealed and delivered
in presence of,

John A. Waterman, to J. H. T. Sanford

J. H. T. Sanford Seal
Fannie N. Sanford Seal

Cumberland ss. Jan'y 23rd 1866. Personally appeared the above named John H. T. Sanford, and acknowledged the above instrument, to be his free act and deed.

Before me.

John A. Waterman, Justice of the Peace.

Received January 31st 1866, at 12h. 32m. P.M. and recorded according to the original

Attest

Thomas Hancock Register

Perry tal
to
Proprietors of Union Wharf

Know all men by these presents, that we, James
U. S. & R. De M. Perry, and Julia S. Perry, in her own right, all of
Fifty cents Bristol, in the County of Bristol and State of Rhode Island
J. H. W. for and in consideration of one dollar, to us paid, by the
Jan 30. 66 Proprietors of Union Wharf, in Portland, the receipt whereof
we do hereby acknowledge, do hereby remise, release, and
forever quitclaim, unto the said Corporation, all our rights, title and
interest, in and to, all the flat land, wharves and docks, owned by the
Proprietary existing in Portland, on the 9th day of February 1856, and
then known as "the Proprietors of Union Wharf," saving and reserving
to ourselves and our heirs and assigns forever, our respective stores and
store lots on said Wharf, as now owned and improved by us, the same
being our individual, and not corporate or common property: the
purpose and object of this conveyance being to ratify and confirm
to said Corporation, a release, and conveyance made to said Proprietors
by J. R. White, their clerk, to the said Corporation, of the
common property of said Proprietary on the day of
A. D. 1855.

To have and to hold the same, with all the privileges and appurtenances, to the said Proprietors of Union Wharf, and their assigns forever.

In witness whereof, we hereunto set our hands and seals this thirtieth day of December A. D. 1865.

Executed in presence of
John Turner

James De M. Perry Seal
Julia S. Perry Seal

State of Rhode Island ss.

Bristol, ss.

on this eleventh day of January A. D. 1866, personally appeared

before me, the above named James D. H. Perry, and acknowledged the foregoing instrument by him executed, to be his free and voluntary act and deed, and the said Julia D. Perry, wife of said James D. H. Perry, having been examined separately and apart from her said husband, and having had the contents of the foregoing instrument shown to, and explained to her by me, declared that she executed the said instrument voluntarily and without fear or compulsion of her said husband, and that she did not wish to retract the same.

John Turner Justice of the Peace

Received January 31st 1866, at 2h. 20m. P. M. and recorded according to the original.

Attest

Thomas Hancock Register.

Notice of Foreclosure.

Whereas, Caroline C. Higin, of Gorham, in the County of Cumberland, and State of Maine, by her deed of mortgage, dated the 21st of August, 1862, and recorded in the Cumberland Record of Deeds, Book 311, Page 550, conveyed to Isaac M^c Lellan, of said Gorham, to secure the payments of three notes of hand, amounting to one hundred and ninety eight dollars, with interest, the following described parcel of land, with the buildings thereon, situated in said Gorham, on the Westerly side of the road leading from Gorham Corner to Fort Hill, and bounded Easterly by said road, Northerly by George Pendleton's land; Westerly by land of Mary J. Lewis, George Chadbourn and others, and Southerly by land sold by Charles M^c Lellan to Henry Dowell; said lot containing forty acres, more or less.

Also, one other parcel of land, situated on the Westerly side of the road leading from Gorham Corner to Scarborough, and bounded Easterly by said road; Northerly by land of Simon H. M^c Lellan; Westerly by land of Mr. Weeks, and Southerly by land of Elizabeth M. Goodspeed, and contains eighteen acres more or less. And whereas, the said Isaac M^c Lellan, did, on the 3rd day of October, 1862, assign and set over to me the undersigned, the said mortgage deed, and the three notes secured thereby, and all his interests therein, the same being recorded in said Records, Book 315, Page 236. I do now, by reason of a breach of the conditions of said mortgage deed, claim a foreclosure of the same, and give this public notice thereof, pursuant to the Statutes of Maine.

William Johnson

Gorham Jan'y 2^d 1866.

Cumberland ss. This may certify that the above is a true copy.

Know all Men by these Presents, That

J. Hopkins Smith of Falmouth in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations paid by The Proprietors of Union Wharf, a corporation created and existing under the laws of said State of Maine, and located at Portland in said County of Cumberland the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said The Proprietors of Union Wharf, its successors

heirs and assigns forever, all right, title and interest in and to one half part in common and undivided of a certain lot or parcel of flats, with so much of a wharf known as Mudgery's Wharf as lies thereon and all buildings on the same, situated in said Portland, and bounded and described as follows, to-wit: beginning at a point three hundred and thirty (330) feet eastwardly from the easterly side line of Commercial street, as said street existed June 4th 1857, down said wharf and in the continuation of the direction of the center line of the passageway leading from Fore street thence as said passageway existed June 4th 1857; thence at right angles northeasterly, and southwesterly, - northeasterly until it strikes flats formerly belonging to Rebecca Bradin, and southwesterly to flats formerly belonging to Matthew Cobb; each line of flats being one hundred and twenty-nine (129) feet from the other; and from these two bounds extending by the lines of said flats, maintaining for the lot hereby conveyed a width of at least one hundred and twenty-nine (129) feet to the channel of Fore river; intending hereby to convey one half part in common and undivided of all the above described property consisting of flats, wharf and buildings thereon, including so much of said Mudgery's Wharf as lies easterly of the above described line three hundred and thirty (330) feet from the said easterly side line of said Commercial street, whether the same be included within the above planned bounds or not, also all rights in and to a passageway of twenty (20) feet in width from Commercial street to the wharf hereby conveyed; subject, however to the conditions and reservations mentioned in the deed of Charles L. LePage and others to Peter Jenness and others, bearing date June 4, 1857 and recorded in the Cumberland County registry of deeds in book 230, page 524;

Smith
To
Proprietors of
Union Wharf.

To Have and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to the said The Proprietors of Union Wharf, its successors heirs and assigns forever, And I do covenant with the said Grantee, its successors heirs and assigns, that I will warrant and forever defend the premises to it the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, I the said J. Hopkins Smith and I Francis G. Smith wife of the said J. Hopkins Smith joining in this deed as grantor and relinquishing and conveying my rights by descent and all my other rights in the above described premises have hereunto set my hand and seal this nineteenth day of March in the year of our Lord one thousand nine hundred and three

Signed, Sealed and Delivered in presence of
Frank W. Robinson
James Torney
J. Hopkins Smith
Francis G. Smith
Seal.
Seal.

State of Maine.

Cumberland, ss. March 19th 1913

Personally appeared the above named J. Hopkins Smith and acknowledged the above instrument to be his free act and deed.

BEFORE ME, Frank W. Robinson Justice of the Peace.

RECEIVED April 24 1913, at 2 o'clock 40 m., P. M., and recorded according to the original.

ATTEST, Ray J. Estlin Register.

Know all Men by these Presents, That
I Ellen E Smith of Cape Elizabeth in the County of Cumberland
and State of Maine,

in consideration of *one dollar and other valuable considerations* paid by
The Proprietors of Union Wharf, a corporation created and existing under the laws of said
State of Maine, and located at Portland in said County of Cumberland
the receipt whereof *I* do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quitclaim
unto the said *The Proprietors of Union Wharf, its successors*

Smith
To
Proprietors of
Union Wharf

heirs and assigns forever, all the *right, title and interest in and to which I acquired under the*
will of my husband, Henry St John Smith late of said Portland,
deceased, in and to one half part in common and undivided of a
certain lot or parcel of flats, with so much of a wharf known as Widger's
wharf as lies thereon and all buildings on the same, situated in said
Portland, and bounded and described as follows to wit: - beginning at a
point three hundred and thirty (330) feet eastwardly from the easterly side
line of Commercial street, as said street existed June 4th, 1851, down said
wharf and in the continuation of the direction of the center line of the
passageway leading from Fore street thereto as said passageway existed
June 4th, 1851, thence at right angles northeasterly and southwesterly,
northeasterly until it strikes flats formerly belonging to Rebecca
Whadwick, and southwesterly to flats formerly belonging to Mathew
Cobb; each line of flats being one hundred and twenty-nine (129) feet
from the other; and from these two bounds extending by the lines of said
flats, maintaining for the lot hereby conveyed a width of at least one
hundred and twenty-nine (129) feet to the channel of Fore river; intending
hereby to convey my said right, title and interest in and to one half part
in common and undivided of all the above described property consisting of
flats, wharf and buildings thereon, including so much of said Widger's
Wharf as lies easterly of the above described line three hundred and thirty
(330) feet from the said easterly side line of said Commercial street, whether
the same be included within the above named bounds or not; also all rights
in and to a passageway of twenty (20) feet in width from Commercial street
to the wharf hereby conveyed; Subject, however, to the conditions and reservations
mentioned in the deed of Charles D. Blapp and others to Peter Pennew and others
bearing date June 4th, 1851 and recorded in the Cumberland County registry
of deeds in book 230, Page 524.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to
the said *The Proprietors of Union Wharf, its successors* heirs and assigns forever,
And *I* do covenant with the said *Grantee, its successors*
heirs and assigns, that *I* will warrant and *forever* defend the premises to *its* the said
Grantee, its successors
heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, I the said Ellen E. Smith

have hereunto set *my* hand and seal this *nineteenth* day of *March* in the
year of our Lord one thousand nine hundred *and three*

Signed, Sealed and Delivered in presence of
Frank W. Robinson. Ellen E. Smith *Seal*

State of Maine
Cumberland, ss. *March 19th 1903*
Personally appeared the above named *Ellen E. Smith*
and acknowledged the above instrument to be *her* free act and deed.

BEFORE ME, *Frank W. Robinson* Justice of the Peace.

RECEIVED *April 24 1903*, at *2 o'clock 42 m.* P. M., and recorded according to the original.
ATTEST, *Ray P. Eaton* Register.

State, personally came H. A. Gidney Vice President of the Gulf Oil Corporation, who acknowledged the foregoing act to be his act and deed and the act and deed of said corporation for the purpose therein stated and to the end that the same may be recorded as such.

WITNESS my hand and Notarial Seal this the 31 day of March, 1939.

C. L. Netting C. L. Netting, Notary Public

My commission expires June 3, 1941

Notarial Seal

Received April 11, 1939, at 10h 20m A. M., and recorded according to the original

 KNOW ALL MEN BY THESE PRESENTS, That I, Richard K. Gould of Cape Elizabeth in Gould, the County of Cumberland and the State of Maine, Trustee of Mabel H. Shurtleff et Tr. als, by virtue of authority to me given by the said Mabel H. Shurtleff et als in to a certain Indenture of Trust, dated April 10, 1936 and also in a deed of certain W. H. Shurtleff Co. real estate from said Mabel H. Shurtleff et als to me as Trustee dated April 10, 1936 and recorded in the Cumberland County Registry of Deeds, Book 1495, Page 338, in my capacity as Trustee aforesaid and in consideration of One (\$1.00) dollar and other good and valuable consideration to me paid by W. H. Shurtleff Co., a corporation organized and existing by law and having a place of business at Portland in the County of Cumberland and State of Maine, the receipt whereof is hereby acknowledged, do hereby remise, release, bargain, sell and convey and forever quitclaim unto the said W. H. Shurtleff Co., its successors and assigns forever, all my right, title and interest as said Trustee, in and to the following described real estate, to wit:-

1. A certain lot or parcel of land with a store thereon, situated on Union Wharf in said Portland and numbered 13 on said wharf, according to a Plan of the proprietors of said wharf, together with all rights, privileges and appurtenances thereunto belonging, being the same property conveyed to W. Harry Shurtleff by Henry I. Jordan et als by warranty deed dated June 21, 1928 and recorded in Cumberland County Registry of Deeds, Book 1299, Page 113 and by deed of Laura E. Jordan, Guardian et als, dated June 21, 1928 and recorded in said Registry in Book 1289, Page 477.

2. A certain lot with the store thereon, situated on Union Wharf in said Portland and numbered 25 on said wharf, according to a Plan of the proprietors of said wharf, together with a certain strip of flats and wharf on the northeasterly side of said lot numbered 25 of the depth of two feet and extending northeasterly from the present northeast line of the lot (as the same extended on April 26, 1862) and of the width of said lot being 25 feet more or less, the side lines of said lot being extended northeasterly by their present course 2 feet, together with all rights, privileges, appurtenances thereunto belonging, excepting from this conveyance, any right, title and interest released and conveyed to the proprietors of Union Wharf by deed dated April 26, 1842, and this conveyance is made subject to the conditions contained in a certain deed from the proprietors of said Union

Wharf to Addison C. Sturdivant dated April 26, 1862, recorded in said Registry of Deeds in Book 315, Page 51, being the same premises conveyed to W. H. Shurtleff by Florence Shurtleff by her deed dated January 13, 1922 and recorded in said Registry in Book 1094, Page 109.

3. A certain lot with the store thereon, situated on Union Wharf in said Portland and numbered 27 on Anson's Plan, together with all rights, privileges, appurtenances thereunto belonging, being the same premises conveyed by Mary R. Plummer by deed dated January 16, 1920 and recorded in said Registry of Deeds in Book 1042, Page 178.

Meaning and intending hereby to convey the first three parcels of land with the buildings thereon, described in the deed of Mabel H. Shurtleff et als to the said Richard K. Gould, Trustee, by deed dated April 10, 1936 and recorded in the Cumberland County Registry of Deeds, Book 1495, Page 338.

It is hereby agreed that as part of the consideration of this conveyance that the said grantee shall assume and pay the taxes assessed on said property for the year 1939.

U.S.I.R.
\$1.50
R.K.G.,
Tr.
4-10-39

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereunto belonging to the said W. H. Shurtleff Co., its successors and assigns forever.

And I, the said Richard K. Gould, in my said capacity as Trustee, do hereby covenant to and with the said W. H. Shurtleff Co., its successors and assigns that I am Trustee as aforesaid, that I have power under the said Indenture of Truste and Deed to sell as aforesaid and in making this conveyance, I have in all respects acted in pursuance of the authority therein granted.

IN WITNESS WHEREOF, I, the said Richard K. Gould, Trustee as aforesaid, have hereunto set my hand and seal this tenth day of April, A. D. 1939.

Signed, Sealed and Delivered in the Presence of:

Janet M. Browne

Richard K. Gould Seal
Trustee

State of Maine. Cumberland,ss.

April 10, 1939.

Then personally appeared the above named Richard K. Gould and acknowledged the foregoing instrument to be his free act and deed in his capacity.

Lena M. Eastman NotaryPublic, Notarial Seal

Received April 11, 1939, at 10h 30m A. M., and recorded according to the original

Harrison
Town of
to
Seilonen
Disch.

KNOW ALL MEN BY THESE PRESENTS, That I, Arthur P. Stanley of Harrison, Maine, in my capacity as Treasurer of the (Town) of Harrison, Maine, do hereby acknowledge that I have in my said capacity received full payment and satisfaction of the mortgage created, in accordance with the provisions of Chapter 244 of the Public Laws of the State of Maine, 1933, as amended, by the filing of a lien certificate on January 31, A. D. 1939, in the Registry of Deeds for the County of Cumberland (certificate recorded in said Registry in Book 1546 at Page 453) and of the debt thereby secured,

I, Eva E. Bearce of Paris, in the County of Oxford and State of Maine

in consideration of One dollar and other valuable consideration, paid by The Proprietors of Union Wharf in Portland, a Corporation duly organized and existing under the laws of the State of Maine, with its principal place of business in Portland, Maine, the receipt whereof I do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said

Proprietors of Union Wharf in Portland, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland and said State of Maine, and being a certain store and store lot on Union Wharf, Below Commercial Street, numbered twenty-three (23) on Anson's Plan of said Wharf, as recorded in Cumberland Registry of Deeds, Book 10, Page 93, and the same store and lot described in a Deed to Nancy B. Whitman from Simeon Shurtleff, et al, dated April 29th, 1880 and recorded in said Cumberland Registry of Deeds, in Book 468, Page 149, to which plan and deed and the record thereof reference is hereby had.

I derived title to the above described real estate by virtue of a Deed from Annie E. Bearce, dated October 20, 1952 and duly recorded in Cumberland Registry of Deeds in Book 2108, Page 154.

On Here and in Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Proprietors of Union Wharf in Portland, its Successors and assigns, to its and \$1.10 E.E.B. to P. U. W. 2-2-53 their use and behoof forever. And I do covenant with the said Grantee, its successors heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Grantee, its successors

heirs and assigns forever, against the lawful claims and demands of all persons. In Witness Whereof, I, the said Eva E. Bearce, a widow lady,

my hand and seal this 2nd day of February have hereunto set one thousand nine hundred and fifty-three in the year of our Lord Signed, Sealed and Delivered in presence of E. W. Abbott Eva E. Bearce Seal

Oxford, ss. State of Maine, Cumberland, ss. February 2, 1953. Personally appeared the above named Eva E. Bearce and acknowledged the above instrument to be her free act and deed. Before me, E. Walker Abbott, Justice of the Peace Received February 5, 1953, at 2 o'clock - m. P. M., and recorded according to the original.

Know all Men by these Presents, That

We, Charles M. Jewett and Robert H. Jewett both of Portland, County of Cumberland and State of Maine, and Hazel J. Cousins of Pittsfield, County of Berkshire, Commonwealth of Massachusetts

in consideration of one dollar and other valuable considerations (less than one hundred dollars) paid by The Proprietors of Union Wharf, a corporation duly organized and existing according to law and having a place of business in said Portland the receipt whereof we do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said

The Proprietors of Union Wharf, its successors and assigns forever, a certain lot or parcel of land and building (store) thereon situated at Union Wharf in said Portland and containing one thousand two hundred and fifty (1250) square feet, as shown on revaluation Plan 31, Lot 19 and as described in the Assessors Book of Valuation for the year 1895, and being the same premises devised to said Grantors under the last will and testament of Sarah Jewett, extract duly recorded in Cumberland County Registry of Deeds, Book 428, Page 417.

The said Charles M. Jewett being the son of Robert P. Jewett and Robert H. Jewett and Hazel J. Cousins being the children of Eugene Scott Jewett.

The Grantee herewith assumes and agrees to pay the taxes for the year 1954 as part consideration for this transfer.

~~On Here and to Hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said The Proprietors of Union Wharf, its successors and assigns, to it and

their use and behoof forever. And We do covenant with the said Grantee, its successors

heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; Except taxes for 1954

that We have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Grantee, its successors and assigns

~~heirs and assigns~~ forever, against the lawful claims and demands of all persons.

~~In Witness Whereof~~ We the said Charles M. Jewett, unmarried, Robert H. Jewett and Hazel M. Jewett, wife of the said Robert H. Jewett, and Hazel J. Cousins and Jasper B. Cousins, husband of the said Hazel J. Cousins joining in this deed as Grantors, and relinquishing and conveying our rights by descent and all other rights in the above described premises,

our hands and seals this fourteenth day of July have hereunto set one thousand nine hundred and fifty-four. in the year of our Lord

Signed, Sealed and Delivered in presence of

Albert E. Anderson
Sarah Johnson
Sarah Johnson

Charles M. Jewett
Robert H. Jewett
Hazel M. Jewett
Hazel J. Cousins
Jasper B. Cousins

Seal
Seal
Seal
Seal
Seal

State of Maine, CUMBERLAND, ss. July 14, 1954.

Personally appeared

the above named Charles M. Jewett

and acknowledged the foregoing instrument to be his free act and deed.

Before me, Albert E. Anderson, Justice of the Peace

Received August 16, 1954, at 9 o'clock 50 m. A. M., and recorded according to the original. P1

1942
Know all Men by these Presents,

379

That CARR REALTY CO.,

a Corporation organized and existing under the laws of the State
of Maine and located at Portland
in the County of Cumberland and State of Maine,
in consideration of one dollar and other valuable consideration,

paid by PROPRIETORS OF UNION WHARF, ^{Union Wharf, Portland, Maine} a corporation organized and
existing under the laws of the State of Maine and located at
Portland in the County of Cumberland and State of Maine,
the receipt whereof it does hereby acknowledge, does hereby ~~release~~
~~release, bargain, sell and convey~~, and forever quit-claim unto the said
Proprietors of Union Wharf, its

successors ~~and assigns~~ and assigns forever,

a certain lot or parcel of land bounded and described as follows:

Any land lying between the northerly and southerly bounds of the
premises described in a deed from Harris Realty Co. to Carr Realty
Co. dated April 10, 1950 and recorded in Cumberland County Registry
of Deeds in Book 2226, Page 378, and the extension westerly of
said bounds and lying westerly of the line described as follows:

Beginning at an iron on the division line between land of Carr
Realty Co. and the land, wharf and flats conveyed by Chase Estate
to Widgery Wharf Inc. by deed dated November 18, 1964 and recorded
in Cumberland County Registry of Deeds in Book 2866, Page 449.
Said iron at the point of beginning being distant 80.50 feet on
a course of S 70° 14' W on said division line from the center
line of the 20-foot passageway on said Widgery Wharf;

Thence parallel with the center line of said 20-foot passageway
N 19° 46' W a distance of 136.91 feet to an iron and land of
the Grantee herein.

This is in connection with a similar deed of even date to be
exchanged by Proprietors of Union Wharf to Carr Realty Co.

Said above-described courses are magnetic and of the date of 1925.

The purpose of this deed is to straighten the property line
between the above owners and to make the property line parallel
with the center line of the passageway on Widgery Wharf.

380
To Have and to Hold the same, together with all the privileges
and appurtenances thereunto belonging, to the said

Proprietors of Union Wharf, its successors

~~XXXX~~ and Assigns forever.

And the said Grantor Corporation does covenant with the said

Proprietors of Union Wharf, its successors

~~XXXX~~ and Assigns, that it will Warrant and Forever Defend the
premises to the said Grantee, its successors

~~XXXX~~ and Assigns forever, against the lawful claims and demands
of all persons claiming by, through, or under it.

In Witness Whereof, the said Carr Realty Co.

has caused this instrument to be sealed with its corporate seal
and signed in its corporate name by

Thomas E Carr, its President
thereunto duly authorized, this 20 day of Sept
in the year one thousand nine hundred and seventy-one.

Signed, Sealed and Delivered
in presence of

Joseph L. Delafield III

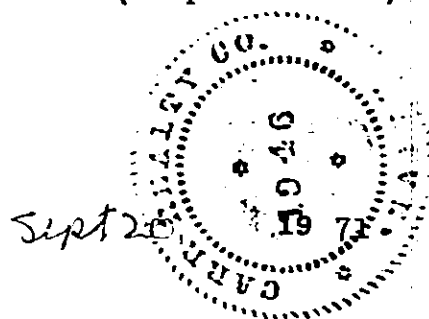
CARR REALTY CO.

By Thomas E Carr
Its President

(Corporate Seal)

State of Maine.
Cumberland

} ss.



Personally appeared the above named
President

Thomas E Carr
of said Grantor Corporation

as aforesaid, and acknowledged the foregoing instrument to be his
free act and deed in his said capacity, and the free act and deed of
said corporation.

Before me,

Joseph L. Delafield III
Justice of the Peace.

Notary Public.

SEP 23 1971

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 1 H43 MPM, and recorded in

BOOK 3192 PAGE 379 Margaret Stebbins Deputy Register

Know all Men by these Presents,

That CARR REALTY CO.

a Corporation organized and existing under the laws of the State
of Maine and located at Portland
in the County of Cumberland and State of Maine
in consideration of one dollar and other valuable considerations (but
being less than one hundred dollars)

paid by PROPRIETORS OF UNION WHARF, a Corporation organized under the laws of
the State of Maine and located at said Portland,

the receipt whereof it does hereby acknowledge, does hereby remise,
release, bargain, sell and convey, and forever quit-claim unto the said
PROPRIETORS OF UNION WHARF, its successors and assigns forever,

~~hereby and assigns forever,~~

a certain lot or parcel of land situated in Portland, in the County of
Cumberland and State of Maine, being more particularly bounded and described
as follows; being all of the land lying Westerly of the following described
line:

Beginning at an iron marking the Northerly terminous of the new division
line that was established by the exchange of deeds between the Carr Realty Co.
to Proprietors of Union Wharf dated September 20, 1971 and recorded in
Cumberland County Registry of Deeds in Book 3192, Page 379 and Proprietors of
Union Wharf to Carr Realty Co. September 21, 1971 recorded in said Registry
of Deeds in Book 3192, Page 381;

Thence on a course of N 22° 34' W a distance of 106.76 feet, more or less,
to an iron on the Southerly line of land conveyed by Harbor Realty Co. to
Augusts Barber by deed dated May 8, 1970 and recorded in said Registry of Deeds
in Book 3155, Page 634; said iron being distant 14.00 feet on a course of N 62°
35' E from the Southwesterly corner of land of said Barber.

This is a part of a similar deed of even date to be exchanged by Proprietors
of Union Wharf to Carr Realty Co.

Said above described courses are magnetic and of the date of 1925.

The purpose of this deed is to straighten the existing side property line
between Grantor and Grantee and to avoid certain jogs.

To Have and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to it, the said PROPRIETORS OF UNION WHARF, its successors and assigns forever.

~~Heirs and Assigns forever.~~

And the said Grantor Corporation does covenant with the said PROPRIETORS OF UNION WHARF, its Successors

~~Heirs~~ and Assigns, that it will Warrant and ~~Forever Defend~~ the premises to it the said Grantee, its Successors ~~Heirs~~ and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said CARR REALTY CO.

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Thomas E. Carr, its President

thereunto duly authorized, this 19th day of October in the year one thousand nine hundred and seventy-two.

Signed, Sealed and Delivered in presence of

CARR REALTY CO.

By Its President



October 19, 1972

State of Maine. } ss.
Cumberland,

Personally appeared the above named Thomas E. Carr, President of said Grantor Corporation as aforesaid; and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Justice of the Peace.

OCT 24 1972
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 12:23 P.M. and recorded in
BOOK 3315 PAGE 185

Register

Know all Men by these Presents,

That I, Ruth S. Goodwin OF WATERBURY, COUNTY OF YORK, STATE OF MAINE,

in consideration of one dollar (\$1) and other valuable considerations

paid by Proprietors of Union Wharf, a Maine Corporation,

and whose mailing address is c/o Mr. Parker Poole, Jr., Richardsons Wharf, Portland, Maine 04111

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey and forever quit-claim unto the said Proprietors of Union Wharf,

their successors ~~heirs~~ and assigns forever, my one half interest, in common and undivided, in and to ~~the~~ certain lots or parcels of land, together with the buildings thereon, being situated on the southerly side of Commercial Street and on Union Wharf, in Portland, Maine and being lots and stores numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) on Union Wharf. Reference is made to the plan recorded in Plan Book 10, Page 93 at the Cumberland County Registry of Deeds.

Also, all my other right, title and interest, if any I have, in and to the real estate generally known as Union Wharf in said Portland and all rights, privileges and appurtenances thereunto belonging.

This conveyance is made subject to existing tenancies and is also made subject to real estate taxes for the current tax year which shall be prorated between the parties as of June 30, 1976.

Reference is made to the Estate of Sylvan Shurtleff, Cumberland County Probate Court Docket No. 8444; the abstract of his Will being recorded in said Registry in Book 957, Page 308.

Marjorie S. Poole, who was formerly Marjorie Clark Shurtleff and was the granddaughter of Sylvan Shurtleff was the last remaining life tenant under his Will and died January 30, 1976. The other life tenant (her half brother, also named Sylvan Shurtleff)

predeceased her. The property in the Sylvan Shurtleff Estate passed upon her death as follows:

Fifty percent (50%) (Twenty-five percent each) to William W. Poole and Parker Poole, Jr., the only children of Marjorie S. Poole.

Fifty percent (50%) to Ruth S. Goodwin, the Grantor herein, the only child of the second mentioned Sylvan Shurtleff, who was a grandchild of the Testator Sylvan Shurtleff.

Reference is also made to the following deeds recorded in said Registry:

<u>Lot No.</u>	<u>Book</u>	<u>Page</u>
1	314	22
2	310	429
3	660	96
3	723	235
4	744	347
5	2864	417
6	2864	417
7	2864	417
8	494	184
9	2864	417

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging, to the said Proprietors of Union Wharf, its successors

~~being~~ and assigns forever.

And I do covenant with the said grantee, its successors ~~being~~ and assigns, that I will warrant and forever defend the premises to the said grantee, its successors ~~being~~ and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me.

In Witness Whereof, we the said Ruth S. Goodwin
and FRANK R. GOODWIN

~~xxxx~~ husband of the said

Ruth S. Goodwin
joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14TH day of JUNE in the year of our Lord one thousand nine hundred and seventy-six.

Know all Men by these Presents,

That I, William W. Poole of Cumberland, County of Cumberland,
State of Maine and I, Parker Poole, Jr. of ~~PORTLAND~~
in said County and State
in consideration of one dollar (\$1) and other valuable
considerations ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~
paid by Proprietors of Union Wharf, a Maine Corporation,

and whose mailing address is c/o Parker Poole, Jr., Richardsons
Wharf, Portland, Maine 04111

the receipt whereof we do hereby acknowledge, do hereby remise,
release, bargain, sell and convey and forever quit-claim unto the said
Proprietors of Union Wharf,

its successors ~~XXXXXX~~ and assigns forever,
our one half interest, in common and undivided, in and to
~~XXXX~~ certain lots or parcels of land, together with the buildings
thereon, being situated on the southerly side of Commercial Street
and on Union Wharf, in Portland, Maine and being lots and stores
numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6),
Seven (7), Eight (8), and Nine (9) on Union Wharf. Reference is
made to the plan recorded in Plan Book 10, Page 93 at the
Cumberland County Registry of Deeds.

Also, all our other right, title and interest, if any we have,
in and to the real estate generally known as Union Wharf in said
Portland and all rights, privileges and appurtenances thereunto
belonging.

This conveyance is made subject to existing tenancies and is
also made subject to real estate taxes for the current tax year
which shall be prorated between the parties as of June 30, 1976.

Reference is made to the Estate of Sylvan Shurtleff, Cumberland
County Probate Court Docket No. 8444; the abstract of his Will
being recorded in said Registry in Book 957, Page 308.

Marjorie S. Poole, who was formerly Marjorie Clark Shurtleff and
was the granddaughter of Sylvan Shurtleff was the last remaining
life tenant under his Will and died on January 30, 1976. The
other life tenant (her half brother, also named Sylvan Shurtleff)

predeceased her. The property in the Sylvan Shurtleff Estate passed upon her death as follows:

Fifty percent (50%) (Twenty-five percent each) to William W. Poole and Parker Poole, Jr., the only children of Marjorie S. Poole, and the Grantors herein.

Fifty percent (50%) to Ruth S. Goodwin, the only child of the second mentioned Sylvan Shurtleff, who was a grandchild of the Testator Sylvan Shurtleff.

Reference is also made to the following deeds recorded in said Registry:

<u>Lot No.</u>	<u>Book</u>	<u>Page</u>
1	314	22
2	310	429
3	660	96
3	723	235
4	744	347
5	2864	417
6	2864	417
7	2864	417
8	494	184
9	2864	417

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging, to the said

325

Proprietors of Union Wharf, its successors

~~heirs~~ and assigns forever.

And we do covenant with the said grantee, its successors ~~heirs~~ and assigns, that we will warrant and forever defend the premises to the said grantee, its successors ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under us.

In Witness Whereof, we the said William W. Poole and Parker Poole, Jr. and Dana Poole, wife of the said William W. Poole, and Victoria S. Poole, wife of the said Parker Poole, Jr. joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 14TH day of JUNE in the year of our Lord one thousand nine hundred and seventy-six.

Signed, Sealed and Delivered

in presence of

[Signature]
[Signature]

William W. Poole
William W. Poole

Parker Poole, Jr.
Parker Poole, Jr.

Dana Poole
Dana Poole

Victoria S. Poole
Victoria S. Poole

State of Maine, } ss.
CUMBERLAND

JUNE 14 1976.

Personally appeared the above named William W. Poole, Parker Poole, Jr., Dana Poole and Victoria S. Poole

and acknowledged the above instru-

ment to be their free act and deed.

Before me,

JUN 15 1976

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 10 H 33 AM, and recorded in

BOOK 3858 PAGE 323.

Margaret L. Weber

Acting Registrar

Justice of the Peace.

Notary Public.

Attorney at Law.

Know all Men by these Presents,

That W. H. Shurtleff Co., a Maine corporation, having a principal place of business in Portland, Maine

in consideration of One Dollar (\$1.00) and other valuable considerations,

paid by Proprietors of Union Wharf, a Maine corporation,

and whose mailing address is c/o Mr. Parker Poole, Jr.,
Richardson Wharf, Portland, Maine 04111

the receipt whereof it does do hereby acknowledge, do hereby remise,
release, bargain, sell and convey and forever quit-claim unto the said

Proprietors of Union Wharf, its successors ~~and~~ and assigns forever,

a certain lot or parcel of land being situated on Union Wharf on the southerly side of Commercial Street in Portland, Maine and being Lot No. 13 on Union Wharf. Reference is made to the plan recorded in Plan Book 10, Page 93 at the Cumberland County Registry of Deeds. Also all its right, title and interest, if any it has, in and to the real estate generally known as Union Wharf in said Portland and all rights, privileges and appurtenances thereunto belonging.

Reference is made to the deed recorded in the Cumberland County Registry of Deeds in Book 1575, Page 331.

184 To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging, to the said Proprietors of Union Wharf, its successors,

~~heirs~~ and assigns forever.

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

In Witness Whereof, the said W. H. Shurtleff Co. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by William W. Poole, its President, thereunto duly authorized, this 26th day of MARCH, 1977. ~~WPPS~~ ~~XXXXXX~~

~~being in this deed granted, and being hereby acknowledged~~
~~all rights by descent and all other rights in the above described~~
~~premises have herunto set~~ ~~mark and seal~~ ~~of~~
~~day of~~ ~~in the year of our Lord one thousand~~
~~hundred and~~

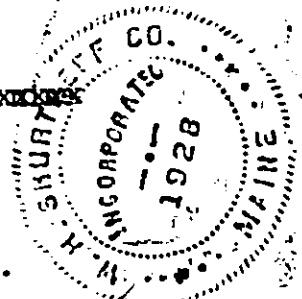
Signed, Sealed and Delivered

in presence of

[Signature]

W. H. SHURTLEFF CO.

By: *[Signature]*
William W. Poole
Its President



State of Maine,
CUMBERLAND

} ss.

3/26 1977.

Personally appeared the above named William W. Poole, President of W. H. Shurtleff Co.

and acknowledged the above instru-

ment to be his free act and deed, in his said capacity and the free act and deed of said corporation.
Before me,

[Signature]
Justice of the Peace.

Notary Public.

Attorney at Law.

Register

MAR 28 1977

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 4 H 15 M P M and recorded in

BOOK 3998

PAGE 183.

[Signature]

WARRANTY DEED
(Maine Statutory Short Form)

Instr 64116 Bk 9829 Pg 14

64116
MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, that AREKAY REALTY GROUP, a Maine limited partnership with a principal place of business at Portland, Maine, for consideration paid, GRANT TO PROPRIETORS OF UNION WHARF, a Maine corporation of Portland, Maine whose mailing address is 36 Union Wharf, P.O. Box 7467, Portland, Maine 04112, with WARRANTY COVENANTS, the land in Portland, Maine, described as follows:

Certain lots or parcels of land with the buidlings and improvements there on and described as follows:

Parcel A:

Beginning at a bolt in the southerly side line of said Commercial Street at the Northeast corner of land formerly of John Bradford, and in the division line established between the property now or formerly of John Q. Twitchell and James P. Champlin and said John Bradford, April 13th, A.D. 1883, as per agreement recorded in the Cumberland County Registry of Deeds, Book 494, Page 433; thence Southerly by said division line One Hundred and Seventeen and seventy-three one hundredths (117.73) feet; thence easterly and at right angles with said division line Sixty (60) feet; thence northerly at right angles with said last mentioned line and parallel with said division line One Hundred and Thirty (130) feet to said southerly line of Commercial Street; thence westerly by said Southerly line Sixty-one and Twenty-four one-hundreths (61.24) feet to said Bradford land and point of beginning. Being a portion of Merrill's Wharf, so-called, and the same conveyed to John Q. Twitchell and James P. Champlin by Woodbury S. Dana and Mary L. Dana and others by two deeds each dated February 15, 1883, and recorded respectively in said Registry Book 496, Page 33, and Book 494, Page 42. Also being the same premises conveyed to Everett Wilson by Hugh J. Chisholm and Payson Tucker, Administrators of the Estate of Jonh Q. Twitchell, deceased, and by James P. Champlin by two deeds each dated July 10, 1897, and recorded respectively in said Registry Book 654, Page 191 and Book 654, Page 193. Said parcel containing about Seven Thousand Four Hundred and Thirty-two (7432) square feet, situate in the City of Portland, in said County and State. Together with all the trackage rights appurtenant to said property. Also the right in common with others to use all parts of the parcel between the lot above described and said railroad track free from all obstructions, as a passageway with teams or otherwise to and from said Commercial Street and to and from said Railroad track and parcel about described. Said lot is numbered 260-264 on said Commercial Street in said Portland.

Parcel B:

Beginning at the Northwesterly corner of the lot of land conveyed by Everett Wilson to J. Ogden Armour by deed dated September 22, 1897, recorded in Cumberland County Registry of Deeds, Book 657, Page 205, thence southeasterly by said Armour land one hundred seventeen and seventy-three one-hundredths (117.73) feet to the southerly corner of said Armour land; thence westerly at right angles to line of said Armour land, fifty (50) feet to a point, and land of now or formerly Franklin Real Estate Company, thence Northerly, and parallel with the line of the above mentioned Armour land, one hundred four and thirty-five one-hundredths (104.35) feet, more or less, to Commercial Street; thence easterly by Commercial Street fifty-one and seventy-six one-hundredths (51.76) feet, more or less, to the point of beginning. Being part of what was formerly known as the John Bradford lot, and part of the premises conveyed to Franklin Real Estate Company by George W. Brown, by deed dated November 17, 1909, recorded in said Registry, Book 849, Page 306; and the same conveyed to George W. Brown by John E. Bradford by deed dated November 17, 1909, recorded in said Registry, Book 849, Page 305. Said lot is numbered 266-268 Commercial Street in said Portland.

Parcel C:

Beginning on the southeasterly sideline of said Commercial Street at the northwesterly corner of land conveyed to Armour and Company (an Illinois corporation hereinafter referred to as "Armour Illinois") by Franklin Real Estate Company by deed dated April 26, 1918 and recorded in the Cumberland County Registry of Deeds in Book 1008, Page 120 (said land so conveyed to Armour Illinois hereinafter referred to as "Armour Illinois land"); thence South 34 degrees 57' East by the southwesterly line of Armour Illinois land a distance of 104.63 feet to the southerly corner of Armour Illinois land, which corner is also on the northwesterly line of land formerly of the Proprietors of Union Wharf and more recently taken by the City of Portland by Condemnation Proceedings for which the Notice of Taking is dated March 24, 1981 and recorded in said Registry of Deeds on April 1, 1981 in Book 4759, Page 119; thence South 55 degrees 03' West on the extension of the southeasterly line of Armour Illinois land, being the northwesterly line of said land condemned by the City of Portland, a distance of three-tenths of a foot (0.03') to the point of intersection of the course herein described with the projection southeasterly of the exterior face of the southwestern wall of the building located in part on Armour Illinois land and in part on the premises herein conveyed, said point of intersection also marking a

corner in said land condemned by the City of Portland; thence northwesterly by the line of said projection of the exterior face of said southwesterly wall and by the exterior face of said southwesterly wall, being the northeasterly line of said land condemned by the City of Portland (which line is sometimes described as being North 34 degrees 47' West), a distance of 104.63 feet, more or less, to the southeasterly line of Commercial Street and the point of beginning; being a portion of the premises conveyed to the Proprietors of Union Wharf by deed of Brockway-Smith-Haigh-Lovell Co. dated January 31, 1964 and recorded in said Registry of Deeds in Book 2802, Page 198.

IN WITNESS WHEREOF, the said Arekay Realty Group has caused this instrument to be signed and sealed on December 16th, 1991.

Bridget E. Everest
Witness

Arekay Realty Group

by: Robert J. Packer
(Robert J. Packer)
its general partner

State of Maine
Cumberland, ss.

December 16th, 1991

Then personally appeared the above-named Robert J. Packer in his capacity as general partner and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited partnership.

Before me,

Bridget E. Everest **SFAI**
Notary Public/Attorney-at-Law
Name:

BRIDGET E. EVEREST
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 21, 1995

6929H.3

Recorded
Cumberland County
Registry of Deeds
12/18/91 02:33:12PM
Robert F. Titcomb
Register

QUITCLAIM DEED WITHOUT COVENANT
(Maine Statutory Short Form)

KNOW ALL MEN BY THESE PRESENTS, that HARRIS REALTY ASSOCIATES, a Maine limited partnership having its place of business and mailing address at 385 Main Street, P.O. Box 2650, South Portland, Maine 04106 ("Grantor"), for consideration paid, RELEASES to PROPRIETORS OF UNION WHARF, a Maine corporation having its place of business and mailing address at 36 Union Wharf, P.O. Box 7467, DTS, Portland, Maine 04112 ("Grantee"), the real estate, with any buildings and improvements thereon, situated on the southerly side of Commercial Street in the City of Portland, County of Cumberland and State of Maine more particularly described in Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, HARRIS REALTY ASSOCIATES has caused this instrument to be executed by all of its General Partners, thereunto duly authorized, this 28th day of December, 1993.

WITNESS:

Vicki R. Torneo

Vicki R. Torneo

Vicki R. Torneo

HARRIS REALTY ASSOCIATES

By: Mortier D. Harris, Jr.
Mortier D. Harris, Jr.
General Partner

By: Ronnell F. Harris
Ronnell F. Harris
General Partner

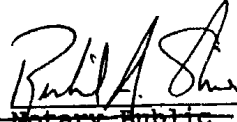
By: Austin F. Harris
Austin F. Harris
General Partner

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 28, 1993

Personally appeared the above-named Mortier D. Harris, Jr., General Partner of Harris Realty Associates, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Harris Realty Associates.

Before me,



~~Notary Public~~
Attorney at Law

RICHARD A. SHINAY

Type or print name

DAR05D5E

SCHEDULE A

A certain lot or parcel of land commencing at a point on the southerly side of Commercial Street, which point is the northwesterly corner of Widgery's Wharf; thence southwesterly along the southerly side of Commercial Street twenty-four and fifty-four hundredths (24.54) feet, more or less, to the dock adjacent to Union Wharf; thence by land and flats of Union Wharf Proprietors southeasterly parallel or nearly so to Union Wharf seventy-two and forty-five hundredths (72.45) feet, more or less, to an angle in the dock of said Union Wharf Proprietors; thence northeasterly along the line of said dock and continuing in the same direction twenty-four and five tenths (24.5) feet in all; thence northwesterly along the line of other property of Percival P. Baxter as of August 8, 1944, 75 feet, more or less, to Commercial Street and the point of beginning.

Reference is made to a deed from Harbor Realty Company to Augustus Barber dated May 8, 1970 and recorded in Cumberland County Registry of Deeds, Book 3155, Page 634.

Also a certain lot or parcel of land, situated on the southerly side of Commercial Street in said Portland and bounded and described as follows:

Beginning on said southerly side of Commercial Street at a point which is sixty-six and forty-four hundredths (66.44) feet, westerly, measured thereon, from the intersection of said southerly side of Commercial Street with the westerly side of the passageway leading onto Widgery's Wharf; thence southerly on a line making an included angle of ninety-six degrees and one minute (96° 1') with said southerly side of Commercial Street, a distance of eighty-two (82) feet to a point; thence easterly at right angles to the last described course, four (4) feet to a point; thence northerly on a line parallel with, and distant four (4) feet easterly of the first described course herein, to the southerly side of Commercial Street; thence westerly by Commercial Street to the point of beginning.

Reference is made to a deed from Harbor Realty Company to Augustus Barber dated November 3, 1970 and recorded in said Registry of Deeds, Book 3155, Page 643.

Being the same premises conveyed to Harris Realty Co. by deed of Augustus Barber dated February 4, 1986 and recorded in said Registry of Deeds in Book 7064, Page 268.

Further reference is made to a deed from said Harris Realty Co. to Harris Realty Associates dated December 30, 1986 and recorded in said Registry of Deeds in Book 7572, Page 238.

DAR05A78

Recorded
Cumberland County
Registry of Deeds
12/30/93 02:37:52PM
John B. O'Brien
Register

QUITCLAIM DEED WITHOUT COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that THOMAS E. CARR, SR., an individual resident at Bridgton, Maine, THOMAS E. CARR, II, an individual resident at Brunswick, Maine, DANIEL J. DESMOND, an individual resident at Portland, Maine, ALICE D. HARRIS, an individual resident at Beverly, Massachusetts, ELLEN D. STONE, an individual resident at Boston, Massachusetts, and FLEET BANK OF MAINE, as Trustee of Trust B (The "Residual Trust") under Trust Agreement dated February 27, 1964, between Edward J. Carr and First National Bank of Portland (now Fleet Bank of Maine) and HARRIS REALTY ASSOCIATES, a Maine limited partnership with its principal place of business in South Portland, Maine (collectively, "Grantors"), for consideration paid, RELEASES to PROPRIETORS OF UNION WHARF, a Maine corporation having its place of business and mailing address at 36 Union Wharf, P.O. Box 7467 DTS, Portland, ME 04112, the real estate, together with any buildings and improvements thereon, located on the southerly side of Commercial Street in the City of Portland, County of Cumberland and State of Maine, all as more particularly described on Schedule A attached hereto.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed this 28th day of December, 1993.

[Signature]
Witness

Thomas E. Carr, II
Thomas E. Carr, II

[Signature]
Witness

Thomas E. Carr Sr
Thomas E. Carr, Sr., by Thomas E. Carr, II, attorney in fact

[Signature]
Witness

Daniel J. Desmond
Daniel J. Desmond

[Signature]
Witness

Alice D. Harris
Alice D. Harris, by Daniel J. Desmond, attorney in fact

[Signature]
Witness

Ellen D. Stone
Ellen D. Stone, by Daniel J. Desmond, attorney in fact

Fleet Bank of Maine, as
Trustee under the Residual
Trust

Vicki R. Jones
Witness

By: John T. Wilkinson
Its Vice President
John T. Wilkinson

Harris Realty Associates

Vicki R. Jones
Witness

By: Mortier D. Harris, Jr.
General Partner

Vicki R. Jones
Witness

By: Ronnell F. Harris
General Partner

Vicki R. Jones
Witness

By: Austin F. Harris
General Partner

State of Maine
County of Cumberland, ss.

December 28, 1993

Personally appeared the above-named Thomas E. Carr, II and
acknowledged the foregoing instrument to be his free act and
deed.

Before me, [Signature]
Michael L. Sheehan,
Attorney at Law

DAR05D79

SCHEDULE A

Those certain parcels or lots of land with the buildings thereon situated on the southerly side of Commercial Street in Portland, Cumberland County, Maine being the premises described in the following deeds.

- 1) Deed from Harbor Realty Company to Carr Realty Co. dated August 13, 1946 and recorded in the Cumberland County Registry of Deeds in Book 1833, Page 254;
- 2) Deed from Harbor Realty Company to Carr Realty Co. dated August 19, 1958 and recorded in said Registry of Deeds in Book 2428, Page 335;
- 3) Deed from Harbor Realty Company to Carr Realty Co. dated August 19, 1958 and recorded in said Registry of Deeds in Book 2428, Page 337;
- 4) Deed from Harris Realty Co. to Carr Realty Co. dated April 10, 1950 and recorded in said Registry of Deeds in Book 2226, Page 378;
- 5) Deed from Proprietors of Union Wharf to Carr Realty Co. dated September 21, 1971 and recorded in said Registry of Deeds in Book 3192, Page 381; and
- 6) Deed from Proprietors of Union Wharf to Carr Realty Co. dated October 19, 1972 and recorded in said Registry of Deeds in Book 3315, Page 183.

Excluding from the above premises so much thereof as was conveyed by the following deeds:

- 1) Deed from Carr Realty Co. to Harris Realty Co. dated July 19, 1983 recorded in said Registry of Deeds in Book 6224, Page 223.
- 2) Deed from Carr Realty Co. to Proprietors of Union Wharf dated September 20, 1971 recorded in said Registry of Deeds in Book 3192, Page 379.
- 3) Deed from Carr Realty Co. to Proprietors of Union Wharf dated October 19, 1972 recorded in said Registry of Deeds in Book 3315, Page 185.

Any portion of the premises that may be between high and low water mark is subject to the rights of the public under the Colonial Ordinance of 1641-1647.

Any portion of the premises that may be below low water mark is subject to rights of navigation and any rights of the federal and state governments.

Meaning and intending to convey and hereby conveying the same premises described in a deed from Carr Realty Co. to Harris Realty Associates, et al., dated December 28, 1988 and recorded in said Registry of Deeds in Book 8611, Page 208.

Also hereby conveying all right, title and interest in an easement for all purposes of a common passageway in common with others in, on, over and under the twenty (20) foot wide strip of land extending southerly from Commercial Street to land now or formerly of Widgery's Wharf, Inc. and used as a passageway, a portion of which is described as "Access Easement" in an Easement Deed from Harris Realty Associates to Fisherman's Wharf Associates II dated March 20, 1987 and recorded in said Registry of Deeds in Book 7688, Page 213, subject to rights of others in common to use said twenty (20) foot wide strip of land for all purposes of a common passageway and specifically subject to the easement granted by Harris Realty Associates to Fisherman's Wharf Associates II by said Easement Deed referred to above.

DAR05A76

Recorded
Cumberland County
Registry of Deeds
12/30/93 02:46:01PM
John B. O'Brien
Register

198.

Brockway.
Smith-
Haigh-
Lovell Co

to

Proprietors
of Union
Wharf

--
War

KNOW ALL MEN BY THESE PRESENTS, that, BROCKWAY-SMITH-HAIGH-LOVELL CO., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a place of business in Portland, in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations, paid by PROPRIETORS OF UNION WHARF, a corporation organized and existing under the laws of the State of Maine, and located at said Portland, in said County and State, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said PROPRIETORS OF UNION WHARF, its successors and assigns forever,

A certain tract of land and flats with the buildings, wharf and other structures thereon, situated on the southerly side of Commercial Street in the City of Portland, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning on the said southerly side of Commercial Street at the northwesterly corner of the lot of land conveyed by Franklin Real Estate Company to Armour and Company by deed dated April 26, 1918 and recorded in Cumberland County Registry of Deeds in Book 1008, Page 120; thence by said southerly side of Commercial Street on a course of South 55° 23' West a distance of fifty-five and thirty-seven hundredths (55.37) feet to an angle in said street; thence by said southerly side of Commercial Street on a course of South 51° 50' West a distance of thirty-nine and ninety-eight hundredths (39.98) feet to an angle in said street; thence by said southerly side of Commercial Street on a course of South 46° 08' West a distance of forty-six and forty-six hundredths (46.46) feet to an angle in said street; thence by said southerly side of Commercial Street on a course of South 42° 52' West a distance of one hundred sixteen and sixty-four hundredths (116.64) feet to an angle in said street; thence on a course of South 40° 23' West a distance of fifty-three and fifty-five hundredths (53.55) feet, more or less, to the division line established between land of Richardson Wharf Company and land of John B. Brown by award of Ether Shepley and John Rand dated August 10, 1857 and recorded in Cumberland County Registry of Deeds in Book 286, Page 342; said line is stated in said award as running from Commercial Street to the Channel of Fore River and said line is marked upon the ground by a copper bolt buried about three (3) feet near the southerly side of Commercial Street; thence by said division line and land formerly owned by John B. Brown on a course of about South 33° 07' East a distance of four hundred thirty-eight and eighty-five hundredths (438.85) feet to the northwesterly corner of the small strip of land conveyed to the Estate of J.B. Brown by Richardson Wharf Company by deed dated June 13,

1903 and recorded in said Registry of Deeds in Book 736, Page 96, said point being distant four hundred forty-one and eight tenths (441.8) feet from the copper bolt near the southerly side of Commercial Street above mentioned; thence easterly at right angles to said last described line three (3) inches to the outer corner of the corner board of the warehouse now or formerly belonging to the Estate of J. B. Brown; thence by the land conveyed to said Estate of J. B. Brown above mentioned and on a course of about South $33^{\circ} 10'$ East a distance of five hundred four and eighty-four hundredths (504.84) feet to the end of Merchants' Wharf as it existed in 1903; thence westerly at right angles to said last described line seventy-two hundredths (.72) of a foot to the Division line established in 1857 by John B. Brown and said Richardson Wharf Company; thence by said division line on a course of about South $33^{\circ} 07'$ East to the channel of Fore River as it existed in 1807; thence easterly by said channel to the easterly line of the lot of land conveyed by Mary Hall to Nathaniel Richardson by deed dated April 29, 1796 and recorded in said Registry of Deeds in Book 24, Page 296; thence northerly by the easterly line of said Richardson lot to the southerly end of the division line established between John Q. Twitchell and James P. Champlin on the one part and John Bradford on the other part by deed dated April 13, 1883 and recorded in said Registry of Deeds in Book 494, Page 433; thence northerly by said Division line on a course of about North $19^{\circ} 52'$ West seven hundred fifty-seven (757) feet, more or less, to the lot of land conveyed by Franklin Real Estate Company to Armour and Company above mentioned; thence by land of Armour and Company on a course of South $70^{\circ} 08'$ West fifty (50) feet to a point; thence by land of said Armour and Company on a course of North $19^{\circ} 52'$ West one hundred four and thirty-three hundredths (104.33) feet to said southerly side of Commercial Street and the point of beginning.

Said above mentioned courses are magnetic and of the date of 1936.

Said above described lot is subject to the overhang of caves of the warehouse on property formerly owned by the Estate of J. B. Brown over said lot as described in deed between Richardson Wharf Company and Estate of J. B. Brown dated June 13, 1903 and recorded in said Registry of Deeds, Book 736, Page 96.

Also conveying to said Grantee, its successors and assigns, all its right, title and interest in and to the flats and dock and its right to extend its present wharf toward the channel of Fore River and all other rights which it obtained under said deed above mentioned and recorded in said Registry of Deeds in Book 736, Page 96 in accordance with the terms of said deed.

Together with and subject to all the rights and agreements as set forth in an agreement between John Q. Twitchell and James P. Champlin on the one part and Richardson Wharf Company on the other part dated May 9, 1884 and recorded in said Registry of Deeds in Book 509, Page 185.

The above described premises are conveyed subject to the terms of a service easement granted by Brockway-Smith-Haigh-Lovell Co. to Central Maine Power Company and New England Telephone & Telegraph Company, by instrument dated

April 17, 1961 and recorded in said Registry of Deeds in Book 2646, Page 289.

Being the same premises conveyed to the Grantor by Richardson Wharf Company by Warranty Deed dated July 1, 1946 and recorded in said Registry of Deeds in Book 1827, Page 233.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereto, to the said Grantee, its successors and assigns, to its and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the said BROCKWAY-SMITH-HAIGH-LOVELL CO. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by C. Fred Smith, Jr., its President, thereunto duly authorized, this 31st day of January in the year of our Lord one thousand nine hundred and sixty-four.

Signed, Sealed and Delivered in presence of

BROCKWAY-SMITH-HAIGH-LOVELL CO.

R.R. Williamson Jr.

By [Signature]
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

January 31, 1964

Personally appeared the above-named C. Fred Smith, Jr., President of the Grantor Corporation as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

[Signature]
Justice of the Peace

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE JAN 31 1964
Received at 12 H - M - M, and recorded in
BOOK 2802 PAGE 198 Lawrence P. Thompson Register



Brockway.
Smith-
Haigh-
Lovell Co

to

Proprietors
of Union
Wharf

--
War

KNOW ALL MEN BY THESE PRESENTS, that, BROCKWAY-SMITH-HAIGH-LOVELL CO., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a place of business in Portland, in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations, paid by PROPRIETORS OF UNION WHARF, a corporation organized and existing under the laws of the State of Maine, and located at said Portland, in said County and State, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said PROPRIETORS OF UNION WHARF, its successors and assigns forever,

A certain tract of land and flats with the buildings, wharf and other structures thereon, situated on the southerly side of Commercial Street in the City of Portland, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning on the said southerly side of Commercial Street at the northwesterly corner of the lot of land conveyed by Franklin Real Estate Company to Armour and Company by deed dated April 26, 1918 and recorded in Cumberland County Registry of Deeds in Book 1008, Page 120; thence by said southerly side of Commercial Street on a course of South 55° 23' West a distance of fifty-five and thirty-seven hundredths (55.37) feet to an angle in said street; thence by said southerly side of Commercial Street on a course of South 51° 50' West a distance of thirty-nine and ninety-eight hundredths (39.98) feet to an angle in said street; thence by said southerly side of Commercial Street on a course of South 46° 08' West a distance of forty-six and forty-six hundredths (46.46) feet to an angle in said street; thence by said southerly side of Commercial Street on a course of South 42° 52' West a distance of one hundred sixteen and sixty-four hundredths (116.64) feet to an angle in said street; thence on a course of South 40° 23' West a distance of fifty-three and fifty-five hundredths (53.55) feet, more or less, to the division line established between land of Richardson Wharf Company and land of John B. Brown by award of Ether Shepley and John Rand dated August 10, 1857 and recorded in Cumberland County Registry of Deeds in Book 286, Page 342; said line is stated in said award as running from Commercial Street to the Channel of Fore River and said line is marked upon the ground by a copper bolt buried about three (3) feet near the southerly side of Commercial Street; thence by said division line and land formerly owned by John B. Brown on a course of about South 33° 07' East a distance of four hundred thirty-eight and eighty-five hundredths (438.85) feet to the northwesterly corner of the small strip of land conveyed to the Estate of J.B. Brown by Richardson Wharf Company by deed dated June 13,

1903 and recorded in said Registry of Deeds in Book 736, Page 96, said point being distant four hundred forty-one and eight tenths (441.8) feet from the copper bolt near the southerly side of Commercial Street above mentioned; thence easterly at right angles to said last described line three (3) inches to the outer corner of the corner board of the warehouse now or formerly belonging to the Estate of J. B. Brown; thence by the land conveyed to said Estate of J. B. Brown above mentioned and on a course of about South 33° 10' East a distance of five hundred four and eighty-four hundredths (504.84) feet to the end of Merchants' Wharf as it existed in 1903; thence westerly at right angles to said last described line seventy-two hundredths (.72) of a foot to the Division line established in 1857 by John B. Brown and said Richardson Wharf Company; thence by said division line on a course of about South 33° 07' East to the channel of Fore River as it existed in 1807; thence easterly by said channel to the easterly line of the lot of land conveyed by Mary Hall to Nathaniel Richardson by deed dated April 29, 1796 and recorded in said Registry of Deeds in Book 24, Page 296; thence northerly by the easterly line of said Richardson lot to the southerly end of the division line established between John Q. Twitchell and James P. Champlin on the one part and John Bradford on the other part by deed dated April 13, 1883 and recorded in said Registry of Deeds in Book 494, Page 433; thence northerly by said Division line on a course of about North 19° 52' West seven hundred fifty-seven (757) feet, more or less, to the lot of land conveyed by Franklin Real Estate Company to Armour and Company above mentioned; thence by land of Armour and Company on a course of South 70° 08' West fifty (50) feet to a point; thence by land of said Armour and Company on a course of North 19° 52' West one hundred four and thirty-three hundredths (104.33) feet to said southerly side of Commercial Street and the point of beginning.

Said above mentioned courses are magnetic and of the date of 1936.

Said above described lot is subject to the overhang of caves of the warehouse on property formerly owned by the Estate of J. B. Brown over said lot as described in deed between Richardson Wharf Company and Estate of J. B. Brown dated June 13, 1903 and recorded in said Registry of Deeds, Book 736, Page 96.

Also conveying to said Grantee, its successors and assigns, all its right, title and interest in and to the flats and dock and its right to extend its present wharf toward the channel of Fore River and all other rights which it obtained under said deed above mentioned and recorded in said Registry of Deeds in Book 736, Page 96 in accordance with the terms of said deed.

Together with and subject to all the rights and agreements as set forth in an agreement between John Q. Twitchell and James P. Champlin on the one part and Richardson Wharf Company on the other part dated May 9, 1884 and recorded in said Registry of Deeds in Book 509, Page 185.

The above described premises are conveyed subject to the terms of a service easement granted by Brockway-Smith-Haigh-Lovell Co. to Central Maine Power Company and New England Telephone & Telegraph Company, by instrument dated

April 17, 1961 and recorded in said Registry of Deeds in Book 2646, Page 289.

Being the same premises conveyed to the Grantor by Richardson Wharf Company by Warranty Deed dated July 1, 1946 and recorded in said Registry of Deeds in Book 1827, Page 233.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereto, to the said Grantee, its successors and assigns, to its and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will WARRANT AND DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

IN WITNESS WHEREOF, the said BROCKWAY-SMITH-HAIGH-LOVELL CO. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by C. Fred Smith, Jr., its President, thereunto duly authorized, this 31st day of January in the year of our Lord one thousand nine hundred and sixty-four.

Signed, Sealed and Delivered in presence of

BROCKWAY-SMITH-HAIGH-LOVELL CO.

By C. Fred Smith, Jr.
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

January 31, 1964

Personally appeared the above-named C. Fred Smith, Jr., President of the Grantor Corporation as aforesaid, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Robert R. Williamson, Jr.
Justice of the Peace

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE JAN 31 1964
Received at 12 H - M - M, and recorded in
BOOK 2802 PAGE 198 Lawrence P. Thompson Register

SHORT FORM QUITCLAIM DEED

POOLE GROUP OF COMPANIES, INC., a Maine corporation f/k/a **PROPRIETORS OF UNION WHARF**, with a mailing address of 36 Union Wharf, Portland, ME 04101 (the "Grantor"), FOR CONSIDERATION PAID, grants to **PROPRIETORS OF UNION WHARF**, a Maine corporation incorporated in the State of Maine on September 27, 2000, with a mailing address of 36 Union Wharf, Portland, ME 04101 (the "Grantee"), all its right, title and interest in any and all lands and interest in lands whether filled lands, intertidal or submerged lands, together with any improvements thereon, located southerly of Commercial Street, in the City of Portland, Cumberland County, Maine, including, but not limited to, the lands and interest in lands described in the following deeds, to which reference is hereby made for a more particular description:

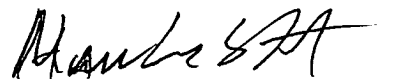
1. Quitclaim Deed from Thomas E. Carr, Sr., Thomas E. Carr, II, Daniel J. Desmond, Alice D. Harris, Ellen D. Stone, Harris Realty Associates, and Fleet Bank of Maine, Trustee to the Proprietors of Union Wharf, a Corporation, dated December 28, 1993 and recorded at the Cumberland County Registry of Deeds in Book 11205, Page 52;
2. Quitclaim Deed from the Proprietors of Union Wharf, a Proprietary to the Proprietors of Union Wharf, a Corporation, dated December 28, 1993 and recorded at the Cumberland County Registry of Deeds in Book 11205, Page 34;
3. Quitclaim Deed from the Proprietors of Union Wharf, a Proprietary to the Proprietors of Union Wharf, a Corporation, dated June 2, 1856 and recorded at the Cumberland County Registry of Deeds in Book 272, Page 129;
4. Quitclaim Deed from Ambrose K. Shurtleff et. Al. to the Proprietors of Union Wharf dated December 30, 1865 and recorded at the Cumberland County Registry of Deeds in Book 336, Page 501;
5. Quitclaim Deed from James D.W. Perry and Julia S. Perry to the Proprietors of Union Wharf dated December 30, 1865 and recorded at the Cumberland County Registry of Deeds in Book 336, Page 504;
6. Boundary Line Agreement by and between the Proprietors of Union Wharf and John Q. Twitchell & James P. Champlin dated November 14, 1884 and recorded at the Cumberland County Registry of Deeds in Book 514, Page 180;

7. Quitclaim Deed from Carr Realty Co. to the Proprietors of Union Wharf dated September 20, 1971 and recorded at the Cumberland County Registry of Deeds in Book 3192, Page 379 as affected by Quitclaim Deed from Carr Realty Co. to the Proprietors of Union Wharf dated October 19, 1972 and recorded at the Cumberland County Registry of Deeds in Book 3315, Page 185.

On September 27, 2000 Proprietors of Union Wharf filed Articles of Amendment with the Maine Secretary of State changing its name to Poole Group of Companies, Inc.

IN WITNESS WHEREOF, POOLE GROUP OF COMPANIES, INC., has caused this instrument to be executed by Malcolm F. Poole, its President thereunto duly authorized, as of this 29th day of August, 2017.

WITNESS:



Print Name:

POOLE GROUP OF COMPANIES, INC.



By:

Malcolm F. Poole, President

State of Maine
County of Cumberland, ss.

August 29, 2017

Personally appeared the above named Malcolm F. Poole, President of Poole Group of Companies, Inc. as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,



Attorney-at-Law

Print Name: 

Received
Recorded Register of Deeds
Aug 29, 2017 12:17:26P
Cumberland County
Nancy A. Lane

September 7, 2021

RE: Proprietors Of Union Wharf

Dear: To Whoever it may concern at the City of Portland, Maine,

Proprietors Of Union Wharf is an established and valued customer of Gorham Savings Bank. They have ample liquid funds and a long history of banking and lending with Gorham Savings Bank. Please be advised they have the cash resources and financial capacity to enter into a Sub-Division application with GMRI.

Please feel free to contact me with any questions.

Sincerely,



Matthew W. Early
Senior Vice President

MWE/JRS

DRAFT**CROSS EASEMENT AGREEMENT**

THIS CROSS EASEMENT AGREEMENT (this “Agreement”), dated as of _____, 2021, is by and among **GULF OF MAINE RESEARCH INSTITUTE**, a Maine nonprofit corporation (“**GMRI**”), **PROPRIETORS OF UNION WHARF**, a Maine corporation (“**PUW**”), and **CM WATERFRONT PROPERTIES LLC**, a Maine limited liability company (“**CMW**”) (GMRI, PUW, and CMW, are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

A. Reference is made to that certain four-page plan entitled “Property Division and Easement Plan” prepared by Gorrill Palmer, dated _____, 2021, and recorded in the Cumberland County Registry of Deeds (the “**Registry**”) in Plan Book _____, Page _____ (the “**Plans**”), a reduced copy of which is attached hereto as Exhibits A-1 through A-4. Attached as Exhibit A-1 is the “**Property Division Plan**”. Attached as Exhibit A-2 is the “**Parking and Loading Plan**”. Attached as Exhibit A-3 is the “**Access Easement Plan**” and attached as Exhibit A-4 is the “**Utility Plan**”.

B. PUW is the owner of Lot 1, as depicted on the Property Division Plan (the “**PUW Parcel**”). GMRI is the owner of Lot 2, as depicted on the Property Division Plan (the “**GMRI Parcel**”). CMW is the owner of that certain lot located on Commercial Street and adjacent to Lot 2, as described in a deed to CMW from PUW dated _____ and recorded in the Registry in Book 11104, Page 261 (the “**CMW Parcel**”). The CMW Parcel is also depicted on the Property Division Plan as “N/F CM Waterfront Properties, LLC”. The PUW Parcel, the GMRI Parcel and the CMW Parcel are sometimes collectively referred to herein as the “**Entire Property**” or as the “**Parcels**” and individually as a “**Parcel**”.

C. Until recently, the Entire Property, and the various components and improvements thereon, were owned by affiliated entities. In order to facilitate the further division of the Entire Property and to formalize by easement use arrangements formerly accomplished by licenses, the parties have agreed to grant and/or recognize various easements on the Entire Property that run to the benefit of the Parties hereto as owners of their respective Parcel.

D. The following easement areas (collectively, the “**Easement Areas**”) are identified on the Plans:

- (i) a surface parking and loading and unloading easement area located on the GMRI Parcel depicted and labeled on the Parking and Loading Plan as “Surface Parking, Loading and Unloading Easement – Lot 2 to CM Waterfront” (the “**CMW Parking Easement Area**”);

- (ii) a surface parking and loading and unloading easement area located on the GMRI Parcel depicted and labeled on the Parking and Loading Plan as “Surface Parking & Easement Area – Lot 2 to Lot 1” (the “**PUW Parking Easement Area**”);
- (iii) an access and loading and unloading easement area located on the CMW Parcel and the GMRI Parcel depicted and labeled on the Parking and Loading Plan as “Access Loading and Unloading Easement” (the “**Access and Loading Easement Area**”);
- (iv) an access easement area located on the GMRI Parcel and the PUW Parcel depicted and labeled on the Access Easement Plan as “Access Easement” (the “**Access Easement Area**”);
- (v) a utility easement area located on Lot 2 in the area labeled on the Utility Plan as “Utility Easement – Lot 2 to Lot 1” (the “**PUW Utility Easement Area**”)

E. A portion of the Access Easement Area on the PUW Parcel is subject to that certain lease from PUW to CM Union, LLC, a Maine limited liability company (“**CM Union**”) as evidenced by that certain Memorandum of Ground Lease, dated November 8, 2017 and recorded in the Registry in Book 34459, Page 283, which lease is encumbered by that certain Leasehold Mortgage to Gorham Savings Bank (“**GSB**”), dated November 8, 2017 and recorded in the Registry in Book 34459, Page 290, as amended to date (the “**CM Union Leasehold Mortgage**”).

F. The CMW Parcel is encumbered by that certain Mortgage to GSB dated _____, and recorded in the Registry in Book ____, Page ____ (the “**CMW Mortgage**”).

G. The Parties desire to confirm and exchange certain rights and easements necessary and convenient for the use of their respective Parcels.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 GRANT OF EASEMENTS; TERMS AND CONDITIONS

Section 1.1 Grant of Easements. Subject to the terms and conditions set forth herein, the parties hereby indefeasibly grant the following easements:

- (a) Surface Parking, Loading & Unloading to CMW. GMRI, for consideration paid, grants to CMW, for the benefit of the CMW Parcel:

- (i) a perpetual easement for vehicular surface parking, pedestrian and vehicular access, for short-term loading and unloading, and to maintain, remove, repair or replace in their existing location any existing utility service over and across the CMW Parking Easement Area (the “**CMW Parking Easement**”); and
- (ii) a perpetual non-exclusive easement for pedestrian and vehicular access and for short-term loading and unloading over and across that portion of the Access and Loading Easement Area located on the GMRI Parcel (the “**CMW Loading Easement**”).

(b) Surface Parking, Loading and Unloading to PUW. GMRI, for consideration paid, grants to PUW, for the benefit of the PUW Parcel, a perpetual easement for vehicular surface parking, pedestrian and vehicular access, for short-term loading and unloading, over and across the PUW Parking Easement Area (the “**PUW Parking Easement**”).

(c) Access, Loading and Unloading to GMRI. CMW, for consideration paid, grants to GMRI, for the benefit of the GMRI Parcel, a perpetual non-exclusive easement for pedestrian and vehicular access and for short-term loading and unloading over and across that portion of the Access and Loading Easement Area located on the CMW Parcel (the “**GMRI Loading Easement**”).

(d) Access Easement.

- (i) GMRI, for consideration paid, grants to PUW for the benefit of the PUW Parcel, and to CMW for the benefit of the CMW Parcel, a perpetual non-exclusive easement for vehicular and pedestrian access, but not parking, over and across that portion of the Access Easement Area located on the GMRI Parcel.
- (ii) PUW, for consideration paid, grants to GMRI for the benefit of the GMRI Parcel a perpetual non-exclusive easement for vehicular and pedestrian access, but not parking, loading or stopping, over and across that portion of the Access Easement Area located on the PUW Parcel, together with the non-exclusive right to use the Widgery Wharf right of way, depicted on the _____ Plan as the “Shared 20’ R.O.W. Union and Widgery Wharf Way” for vehicular and pedestrian access, but not parking.

(e) Utility Easement. GMRI, for consideration paid, grants to PUW, for the benefit of the PUW Parcel, a perpetual non-exclusive easement to maintain, remove, repair or replace any existing utility lines, wires, conduit, poles, guys, pipelines and related fixtures, facilities, and equipment currently located above or below ground within the PUW Utility Easement Area (the “**PUW Utility Easement**”). Any replacement of existing utilities or future replacement utilities shall be approximately in the same location of the utility it is replacing and cannot be enlarged in any material respect without the prior consent of GMRI.

(f) General Grant for Existing Utilities. Each Party hereby grants to each other Party a perpetual, non-exclusive easement over the granting Party's Parcel to maintain, remove, repair and replace any existing utility lines, pipelines and related equipment currently servicing each other Party's Parcel. The purpose of the foregoing grant is not to provide the right to install any new utilities but to permit the continued existence, and repair and maintenance, and replacement, of any existing utility currently serving any of the Parcels such that the existing utility service may continue uninterrupted.

Section 1.2 Terms and Agreements

(a) The Easements granted herein shall be limited to the purposes expressly described in Section 1.1 above. Without limiting the foregoing, parking rights granted as part of the CMW Surface Parking Easement and the PUW Parking Easement are for surface parking only and only for parking for all purposes by the owners and occupants of the buildings now or in the future located in the CMW Parcel and the PUW Parcel, as applicable. No structures or improvements (not related to parking or utility services) shall be placed in the CMW Parking Easement Area or the PUW Parking Easement Area, except that curbing may be installed in the CMW Parking Easement Area, the PUW Parking Easement Area adjacent to the existing buildings located alongside such Easement Areas.

(b) Each Party shall enter upon and shall use the Easement Areas to which it is entitled to use at its own risk and hereby releases each other Party from any liability with respect to, or arising out of, such entrance or use, except with respect to any gross negligence or intentional misconduct of another Party, in which case such other Party only shall not be released.

(c) Each Party hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) caused by the exercise of its rights under the Easements by the indemnifying Party or its officers, employees, agents, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of the indemnified Party.

(d) Each Party shall have the right, but not the obligation, to repair and maintain the Easement Areas to which it is entitled to use, including snow removal. To the extent practical to achieve cost-saving and other efficiencies, the Parties shall endeavor to coordinate maintenance, including snow removal, salting, sanding, and sweeping with respect to the Easement Areas, and each Party shall contribute its pro rata share toward the expenses for same. Notwithstanding anything to the contrary in the foregoing sentence, a Party will promptly repair (in accordance with subsection (j) below) any damage to the property subject to any of the Easement Areas that is caused by such Party or its officers, employees, agents, contractors, or invitees. No Party hereto shall be obligated to reimburse any other Party with respect to such repairs or maintenance, except that a Party shall be responsible for the cost of any repairs or maintenance that were necessitated by any negligent or intentional act of such Party.

(e) No Party shall interfere with another Party's right to access its property over the Access Easement Areas. Notwithstanding the foregoing, temporary interference in connection with utility installation, repair or maintenance or other Easement Area maintenance shall be permitted with five (5) business days' prior written notice to each affected party, provided that any such temporary interference is minimized in scope and duration, provided, further, that in no

event shall access to the Parties' respective properties be blocked during any such installation or maintenance.

(f) No Party shall, as a result of any work done by or for the benefit of such Party, suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done, shall promptly take steps to remove such lien in any lawful manner.

(g) The Parties hereby covenant and agree that utilities and related improvements, equipment and facilities installed by or for such party pursuant to this Section 1.1 (collectively, the "**Utility Infrastructure**") are and shall continue to be personal property owned by Party installing such Utility Infrastructure, notwithstanding its affixation or annexation to any real property; and such Utility Infrastructure is hereby severed and shall be and remain separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future. To the extent applicable, this document shall constitute an agreement pursuant to Title 33 M.R.S. §455.

(h) Subject to the limitation set forth herein, each Party hereby reserves all rights to use the respective Easement Areas in which it holds the fee interest in any manner that is not inconsistent with the rights granted hereunder and does not interfere with the use and enjoyment of the easements granted by this Article 1. Notwithstanding the foregoing, all parking easements are exclusive to the benefitted Parcel and the Party owning the burdened Parcel shall have no right to utilize the parking spaces within the Easement Area. Subject to the foregoing, the parties acknowledge that only a small portion of the PUW Utility Easement Area includes existing utilities benefitting the PUW Parcel. GMRI shall have the right to construct improvements in that portion of the PUW Utility Easement Area lying outside the current Commercial Street Overlay Zone (which zone line is depicted on the Property Division Plan) so long as such improvements do not materially interfere with the operation, repair and replacement of the existing utilities in their current or future approved location. The foregoing notwithstanding and subject to subsection (j) below, the Parties covenant and agree that they will not conduct any excavation or utility work within the Easement Areas without first affording the owner of such Easement Area thirty (30) days prior written notice of such intent, which notice shall include reasonably detailed plans of such work.

(i) PUW agrees to observe good utility practices, and to use its good faith efforts to undertake activities within the PUW Utility Easement Areas in such a manner so as to minimize the adverse effect on the use and enjoyment by GMRI and its agents, employees, tenants, contractors and invitees of the GMRI Parcel and on the equipment, facilities, and infrastructure servicing the GMRI Parcel. Except as allowed in this Agreement, at no time will GMRI's access or utilities be materially and negatively impacted by such activities without the prior consent in each case of GMRI.

(j) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have twenty (20) days to respond in writing, and the Party requesting such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which

approval or consent shall not be unreasonably withheld, conditioned or delayed, provided that (x) if a Party receiving such request for approval or consent, or receiving such notice and/or plans does not respond within such twenty (20) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to limit the scope of the work or action as necessary to address the emergency.

ARTICLE 2 GENERAL TERMS AND CONDITIONS

Section 2.1. Arbitration.

(a) All disputes (each, a “**Dispute**”) under this Agreement will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an “**Arbitration Notice**”) on the American Arbitration Association and on the other party or parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed upon by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the “**Reply Notice**”) on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by the American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to any construction, reconstruction, maintenance, or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

(d) During the continuation of the resolution of any Dispute arising under this Agreement and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Agreement.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, any party to this Agreement that is a party to the Dispute will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

Section 2.2 Insurance. Each Party shall obtain and keep in full force and effect commercial general liability insurance in amounts of not less than \$1,000,000 for any single event and not less than \$3,000,000 in the aggregate. The deductible and/or self-insurance reserve under any such policies shall not exceed \$50,000. Such policies shall include contractual liability endorsements covering indemnification and other contractual liabilities hereunder. All such insurance policies shall be endorsed to name the other Parties (to the extent owner of the burdened Parcel) as additional insured and to provide that such policies shall not be amended to reduce coverage or terminated without providing at least twenty (20) days prior written notice to the other Parties.

Section 2.3 Limitation on Indemnification. Notwithstanding anything to the contrary herein, any claim for indemnification hereunder shall be limited as follows: (a) no such claim shall include any recovery for any matter covered by any insurance kept or required to be maintained by the Party making claim to any indemnification; and (b) such indemnity shall not run to any consequential, special, indirect, or punitive damages.

Section 2.4 Consent and Approval. Whenever any Party's consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless expressly stated otherwise.

Section 2.5 Right to Relocate. If GMRI reasonably determines that it is necessary for the development or efficient use of the GMRI Parcel, GMRI shall have the right to relocate any utility lines, pipelines and related equipment currently located within the PUW Utility Easement Area, to the extent such utilities are located outside the current Commercial Street Overlay Zone, subject to compliance with all of the following requirements:

(a) The cost of any such relocation shall be borne by GMRI;

(b) Such relocation shall not cause a disruption of utility service during normal business hours and shall be undertaken in such a manner so as to so minimize the impact on PUW's use and enjoyment of its easement rights in any material respect;

(c) GMRI shall give PUW not less than sixty (60) days prior notice of the intent to relocate, along with a plan in reasonable detail depicting the relocated easement, together with engineered drawings depicting and providing the specifications for any new location or connection, which plans shall be subject to the approval of PUW, not to be unreasonably withheld, conditioned or delayed;

(d) GMRI shall obtain, at its sole cost and expense, any and all necessary consents, permits and approvals, including amending any applicable permits or approvals, if necessary;

(e) Such relocation work shall be undertaken in a good and workmanlike manner and in compliance with all applicable laws, rules, and regulations and once commenced must proceed diligently without any undue interruption until completion; and

(f) GMRI shall have prepared, at its sole cost and expense, an amendment to the Utility Plan, reflecting such relocation, which amendment to Utility Plan shall be recorded as an amendment to this Agreement.

Section 2.6 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, or (iv) by electronic mail, with hard copy confirmation sent promptly by one of the means above, addressed as follows:

If to PUW:

If to CMW:

If to GMRI:

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Cumberland County Registry of Deeds.

Section 2.7 Amendments. Any provision of this Agreement that affects the rights and/or obligations of all of the Parties can only be amended by a written instrument executed by all of the Parties. Any provision of this Declaration that affects the rights and/or obligations or less than all of the Parties may be amended by a written instrument executed by the Parties so affected. Any amendment signed by less than all of the Parties shall have no effect on, and shall be binding against, any Party that is not a signatory thereto. No amendment to this Agreement shall be effective until it is recorded in the Registry.

Section 2.8 No Waiver. The failure of any Party to insist upon strict performances of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

Section 2.9 Partial Invalidity. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

Section 2.10 No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

Section 2.11 Successors and Assigns. This Agreement and the easements granted hereby touch and concern the land and constitute covenants running with the Entire Property, and each easement granted hereby shall be appurtenant to the Parcel benefitted. The terms and conditions of this Agreement will be binding upon and shall inure to the benefit of, the Parties hereto and their respective successors and assigns of any portion of the Entire Property (each, a “**Successor**”) to the same extent binding upon the original party to this Agreement from which such Successor obtained any rights to the Entire Property or any portion thereof and as if such Successor was an original Party to this Agreement. The foregoing notwithstanding, upon request of any Party, any Successor shall enter into a recordable joinder agreement in form and substance reasonably acceptable to the Parties other than the Successor, confirming its rights and obligations hereunder. The appurtenant easements granted hereby shall, unless reserved by the benefitted Party in any conveyance, be appurtenant to any portion of a benefitted Parcel later conveyed and any future additional development of a benefitted Parcel or any portion thereof and the use of an easement by such future development shall NOT constitute an overburdening of an easement granted hereby.

Section 2.12 Applicable Laws. Each original party hereto and each Successor hereby agrees that it shall exercise its rights and obligations under this Indenture in accordance with all applicable laws, rules, ordinances, court orders, governmental licenses, permits and approvals.

[Balance of page is intentionally blank]

IN WITNESS WHEREOF, the undersigned have each caused this instrument to be signed and sealed by a duly authorized officer or agent as of the date set forth in the introductory paragraph hereof.

WITNESS:

PUW:

PROPRIETORS OF UNION WHARF, a
Maine corporation

By: _____

Name: _____

Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

On _____, 2021, then personally appeared the above-named _____, as _____ of Proprietors of Union Wharf, a Maine corporation and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Notary Public

Print: _____

WITNESS:

GMRI:

**GULF OF MAINE RESEARCH
INSTITUTE**, a Maine nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

On _____, 2021, then personally appeared the above-named _____, as
_____ of Gulf of Maine Research Institute, a Maine nonprofit corporation and
acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the
free act and deed of said nonprofit corporation.

Before me,

Notary Public

Print: _____

WITNESS:

CMW:

CM WATERFRONT PROPERTIES LLC,
a Maine limited liability company

By: _____

Name: _____

Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

On _____, 2021, then personally appeared the above-named _____, as _____ of CM Waterfront Properties, LLC, a Maine limited liability company and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said limited liability company.

Before me,

Notary Public

Print: _____

LIMITED JOINDER OF GSB

This Limited Joinder of the GSB shall constitute part of this Cross Easement Agreement (the "Easement Agreement"). GSB hereby joins this Easement Agreement for the limited purpose of subordinating the CM Union Leasehold Mortgage and the CMW Mortgage to the Easement Agreement with the same force and effect as if the Easement Agreement had been recorded prior to and without notice of, the CM Union Leasehold Mortgage and the CMW Mortgage.

IN WITNESS WHEREOF, the said Gorham Savings Bank has caused this instrument to be signed and sealed by its duly authorized representative as of the date first above written.

WITNESS:

GORHAM SAVINGS BANK, a Maine
banking corporation

By: _____
Name:
Its:

STATE OF MAINE
COUNTY OF _____, ss.

On _____, 2021, personally appeared before me the above-named _____, _____, of Gorham Savings Bank and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said bank.

Before me,

Notary Public
Printed Name: _____
Commission Expires: _____

EXHIBIT A
REDUCED COPY OF PLANS

(The reduced copies of the Plans are attached hereto
for the convenience of the reader. Reference should be made to the
full sized copies of the Plans to be recorded in the
Cumberland County Registry of Deeds)



707 Sable Oaks Drive, Suite 30
 South Portland, ME 04106
 207.772.2515

November 11, 2021

Mr. Charles Tetelman

City of Portland Planning Department
 389 Congress Street
 Portland, Maine 04101

**Subject: Subdivision Application
 Project ID – PL-001789-2021
 1 Union Wharf
 Proprietors of Union Wharf
 Letter of Response #1**

Dear Charles:

On behalf of the **Proprietors of Union Wharf (Applicant)**, our office is pleased to provide the following responses to staff review comments provided within an email and letter dated November 8, 2021. For ease of review we have repeated all of the staff comments in *italics* and provide our responses in **bold** as follows:

CITY PLANNING STAFF

Comment

Ability to Serve letters will be required as a condition of approval.

Response

We are in the process of obtaining updated ability to serve letters from the utility providers and will provide to planning immediately upon receipt.

SUBDIVISION PLAT COMMENT FROM SURVEYOR

SHEET 1

Comment

The labels of Moulton Street and Dana Street are not correct. These should be Union Street and Cross Street instead.

Response

An updated plan with these corrections is included with this submission.

Comment

Please make sure the surveyor's stamp and signature appears on the final version.



Response

The accompanying plans will be uploaded to Eplan. They include the surveyors stamp and signature, Sam Glidden of Owen Haskell Inc. PLS # 2520.

Comment

General Note 5 recommends a Boundary Line Agreement. What is the current status of that?

Response

The applicant is not currently seeking a boundary line agreement as this was simply a suggestion of the project surveyor. The boundary line runs through what is the water between piers and any minor discrepancy, if one exists, is considered immaterial.

Comment

Please label State Plane Coordinates on at least two of the lot corners.

Response

State Plan coordinates have been added to two corners as shown on the attached updated plan.

SHEET 2

Comment:

Please correct Moulton Street to Union Street as mentioned for Sheet 1.

Response

This correction has been made as shown on the attached Sheet 1 to this submission.

Comment

Please label bearings and distances for all six of the proposed easements' boundary lines.

Response

An Easement Line table has been added to Sheet 2 of 2 that includes the line description, length and direction for all easement lines.

Comment

Please make sure the surveyor's stamp and signature appear on the final version.

Response

See previous response above.



TRANSPORTATION

Comment

The plans note the access easement is opposite Moulton Street. This is incorrect and should be changed to Union Street.

Response

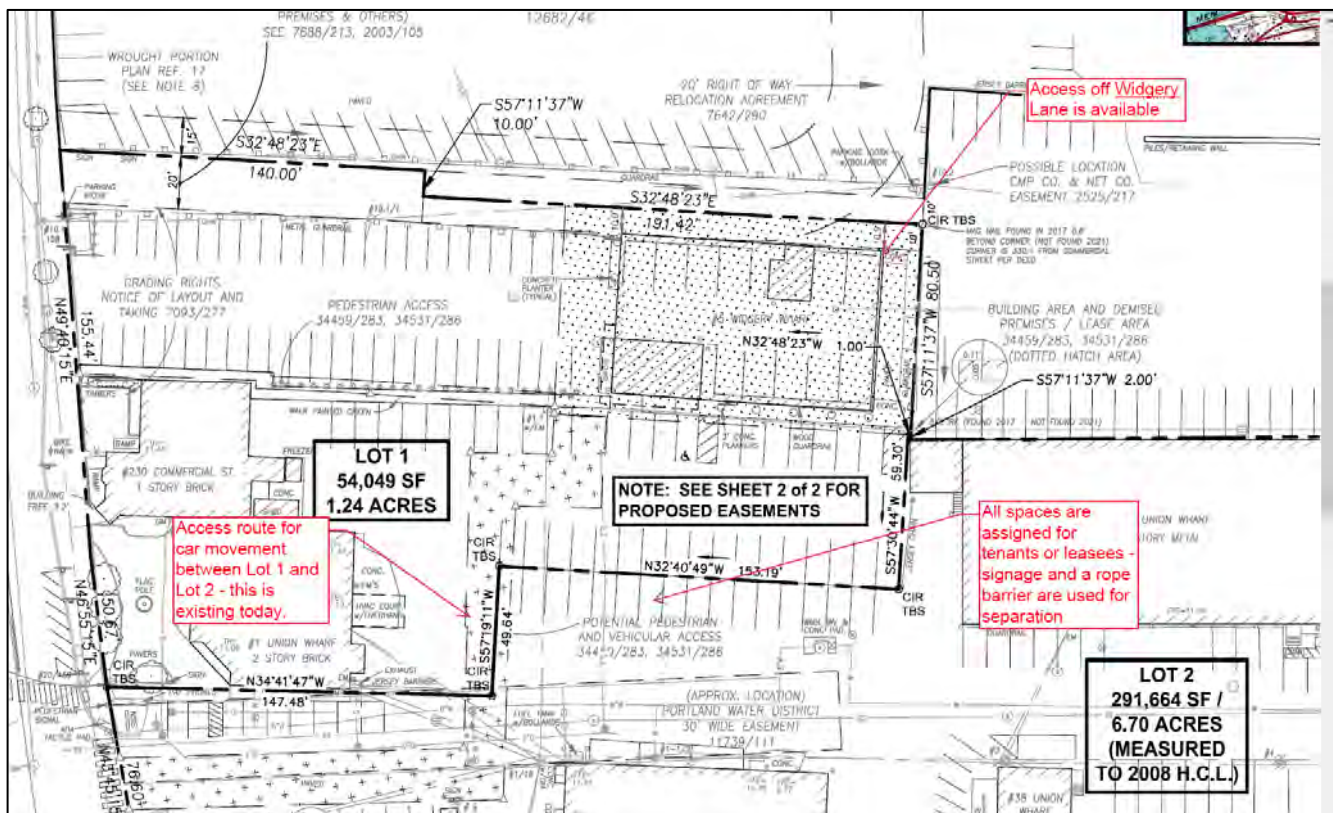
This correction has been made.

Comment

The Lot 1 and Lot 2 boundary line will be located between a bank and parking spaces. This would seem too hard to manage and control from an access and management perspective.

Response:

The spaces are basically all assigned to tenants/leases. There is signage and a rope used as a line of separation down the middle. Access is provided through a drive lane as shown below. The spaces on Lot 1 are for both the buildings on Commercial Street, the NBT building, and some are leased to offsite users. This arrangement has worked successfully for a period of many years.





We trust that these responses and supplemental information satisfy current Staff comments and we look forward to the placement on the Planning Board's November 23, 2021 agenda for a Public hearing.

If you have any questions regarding the materials being submitted, please contact this office.

Sincerely,

GORRILL-PALMER

Stephen Bushey, PE
Senior Associate
Phone: 207-772-2515 x286
sbushey@gorrillpalmer.com

Attachments

c: Charlie Poole
Malcolm Poole
Hawley Strait, Bernstein Shur
Tom Hanson, Bernstein Shur

u:\3626_union wharf feasibility - portland, melp applications\local\lorlor\#1_union_tetelman_11.11.2021.docx

APPROVED BY THE PORTLAND
PLANNING BOARD

DATE: 1/6/87

Jack Hermann
Burroughs Vostal

John S. Green

Indira R. O'Brien

John S. Green

LEGEND:

- EDGE OF PIER
- EDGE OF BULKHEAD
- IRON PIN
- PROPERTY LINE WATER
- PROPERTY LINE LAND
- HARBOR COMMISSIONERS LINE
- EXIST. BUILDING
- NEW BUILDING

NOTES:

DEVELOPER: PROPRIETORS OF UNION WHARF
41A UNION WHARF
PORTLAND, MAINE
OWNER: PROPRIETORS OF UNION WHARF
41A UNION WHARF
PORTLAND, MAINE

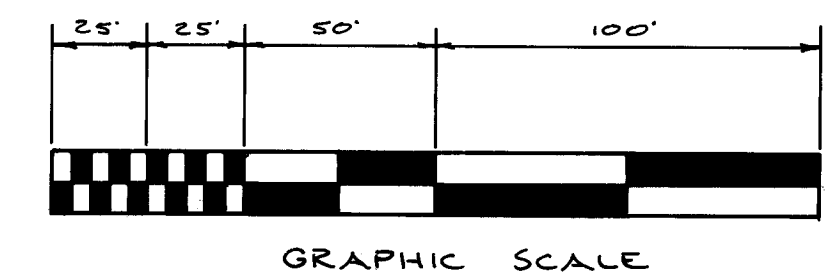
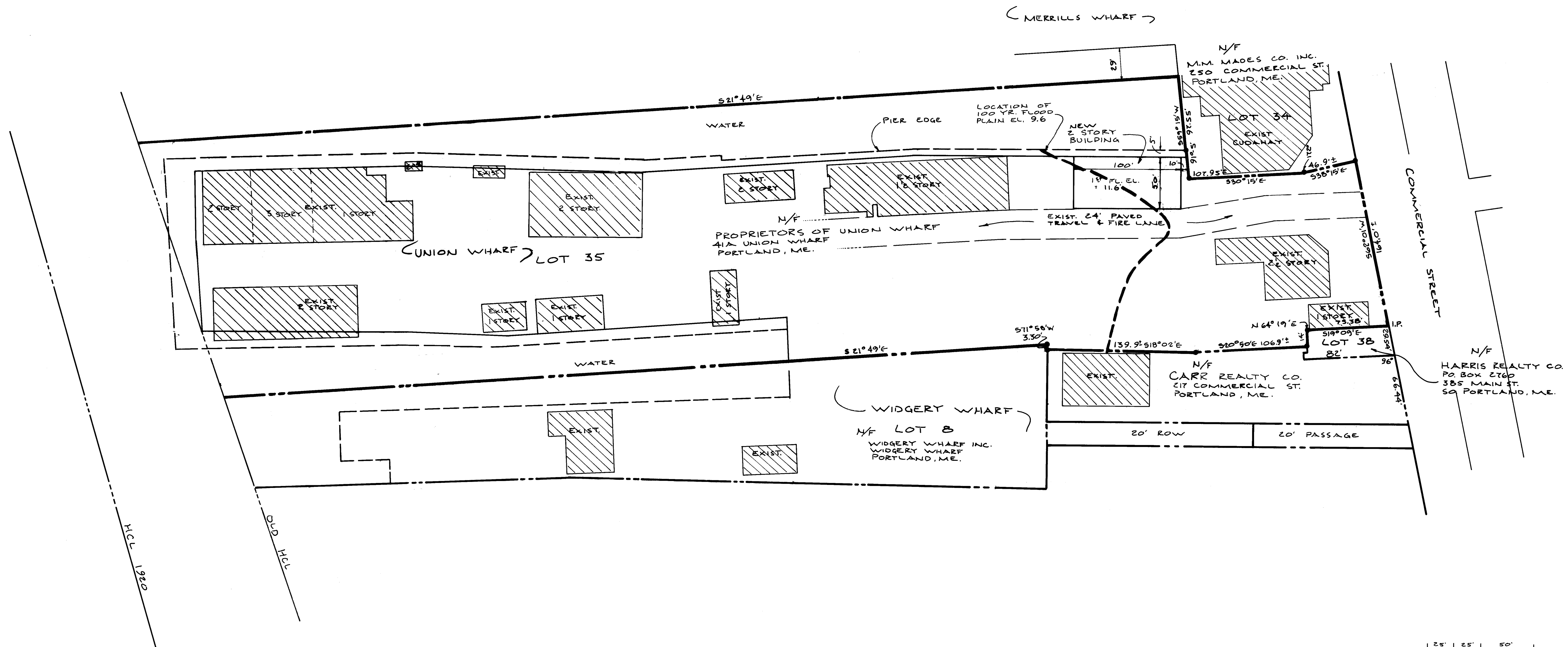
COASTAL BASE FLOOD EL. = 9.6' PER FLOOD INSURANCE
STUDY DATED JULY 17, 1986.

BENCH MARK: DATUM USGS FROM CUSTOM HOUSE
B.M. +14.02

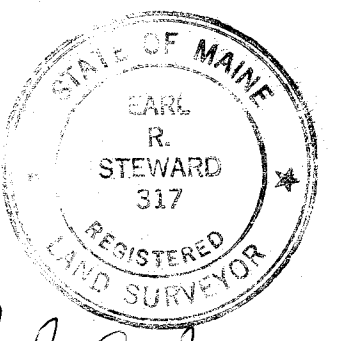
MAP 31 LOT 35 3.9 ACRES: 1698841

MAGNETIC
1986

(1)



State of Maine, Cumberland ss
Register of Deeds
February 25, 1987
at 1:33 P.M.
Plan No. 161-100-9
Recorded



Carl E. Howard

DATE	REVISION	EST. NO 86-4016	Name	JOB NO.
		SIZE	PROPRIETORS OF UNION WHARF	
		TYPE	41A UNION WHARF	
		DRAWN BY REB	PORTLAND, MAINE	
		APPROVED BY	Title	DWG. NO.
		SCALE 1"=50'-0"	FINAL SUBDIVISION	SITE
		DATE 11-14-86	RECORDING PLAT	OF
			BUTLER, DESIGN BUILDER	



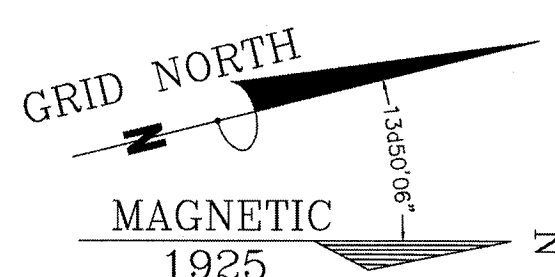
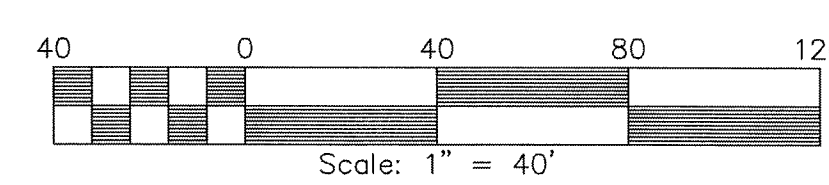
LEGEND: (EXISTING FEATURES)

- PROPERTY CORNER
- POWER POLE
- FIRE HYDRANT
- WATER SHUT OFF
- SEWER MAN HOLE 2008
- BULKHEAD
- FENCE
- TELEPHONE
- FIRE BOX
- FLAG POLE
- SPOT GRADES
- SMALL TREE
- TREES AND SHRUBS
- EXISTING PARKING
- TRAFFIC FLOW
- DRAINAGE ARROWS

LEGEND: (FEATURES)

- LIMIT OF LEASE
- FLAG POLE
- LIGHT POLE
- FIRE HYDRANT
- PARKING
- POWER POLE
- WALL PACK LIGHT

BUILDING INFORMATION		
BLDG. #	GROUND FLOOR AREA	GRADE ELEVATION
#1	4680 S.F.	F.F. EL. 11.3'
#230	1481 S.F.	F.F. EL. 11.9'
#36	5014 S.F.	F.F. EL. 11.2'
#55	61 S.F.	F.F. EL. 11.2'
#41	1560 S.F.	F.F. EL. 8.7'
#48	6691 S.F.	F.F. EL. 10.3'
#50	1557 S.F. & 663 S.F.	F.F. EL. 10.2'
#50A	722 S.F.	F.F. EL. 11.9'
#52	2388 S.F.	F.F. EL. 12.0'
#35	DEMOLISHED AS PER 7/20/97	F.F. EL. 8.5'
#30	1080 S.F.	F.F. EL. 9.2'
#28	1864 S.F.	F.F. EL. 9.2'
#14	10900 S.F.	F.F. EL. 11.6'
CM WATERFRONT PROPERTIES, LLC	10400 S.F.	NOT IN FLOOD ZONE



NOTE: 16 APRIL 2010 WEST AND SOUTH SIDES OF CM WATERFRONT PROPERTIES, LLC PARCEL ARE THE CENTERLINE OF THE "PARTY WALLS". LOCATION AS SHOWN IS APPROXIMATE.

MERRILLS WHARF, INC.
4549-113

WIDGERY WHARF, INC.
2966-449
7133-295

STATE PLANE COORDINATES FOR CONTROL POINTS
POINT "B" = 91247.263 ; 309775.517
POINT "C" = 90716.938 ; 39986.777

SURVEY CONTROL POINTS	
○	PIN FOUND
△	MAG NAIL OVER PIN FOUND

SURVEY NOTES

Owner of record: Proprietors of Union Wharf
252-254 Commercial Street
Portland Maine 04101

deeds of Record: (at Cumberland County Registry)

198-49;215-139;336-501;336-504; 726-401&402;
2117-307;2191-244;3315-185;3858-320&323;
3990-183;9829-14;11205-34;11205-52
Plan book 10-93 & Plan book 161-9

tax map 31 lot 35
5.0 +/- acres
shoreland zone
flood zone as shown

Vertical datum: RM 41 at Custom House NGVD 1929

Horizontal datum: MDOT 555-13,14 west zone (NAD 83)

NOTES:

COASTAL BASE FLOOD EL. = 9.6' PER FLOOD INSURANCE STUDY DATED JULY 17, 1986.

BENCH MARK: DATUM USGS FROM CUSTOM HOUSE B.M. +14.04'

FLOOD MAP NOTE (PLAN #9)

SOILS ARE MAN MADE BEING CRUSHED STONE ON CONSOLIDATED FILL.

LOT SHOWN ON MAP 31 LOTS 35 & 3 IN TAX ASSESSORS' BOOK.

TOTAL WHARF REQUIRED PARKING 123 SPACES. PARKING PROVIDED 150 SPACES.

NOTE:
UNDERGROUND UTILITIES LOCATED BY "PUCK" FOREMAN FOR CHASE EXCAVATION ON 12/7/02.

REGISTRY OF DEEDS

COUNTY CUMBERLAND

DATE: Aug 18, 2015

TIME: 12:09 PM

PLAN BOOK: 215 PAGE: 337

FILE NO.:

REGISTRAR'S ATTEST:

OWNER
The Proprietors of Union Wharf
40A Union Wharf
Portland, ME 04101

PROJECT:
Union Wharf Site Plan

DATE: 2015-4-22
SCALE: 1" = 40'

STATE: Maine
COUNTY: Cumberland
CITY: Portland

D. S. D.

DOWNEAST SURVEYING & DEVELOPMENT

ELWOOD ELLIS, P.L.S. # 1176
CUMBERLAND, MAINE 04103
(207) 865-2507
MEMBER MAINE SOCIETY OF LAND SURVEYORS

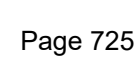


SEAL

DATE

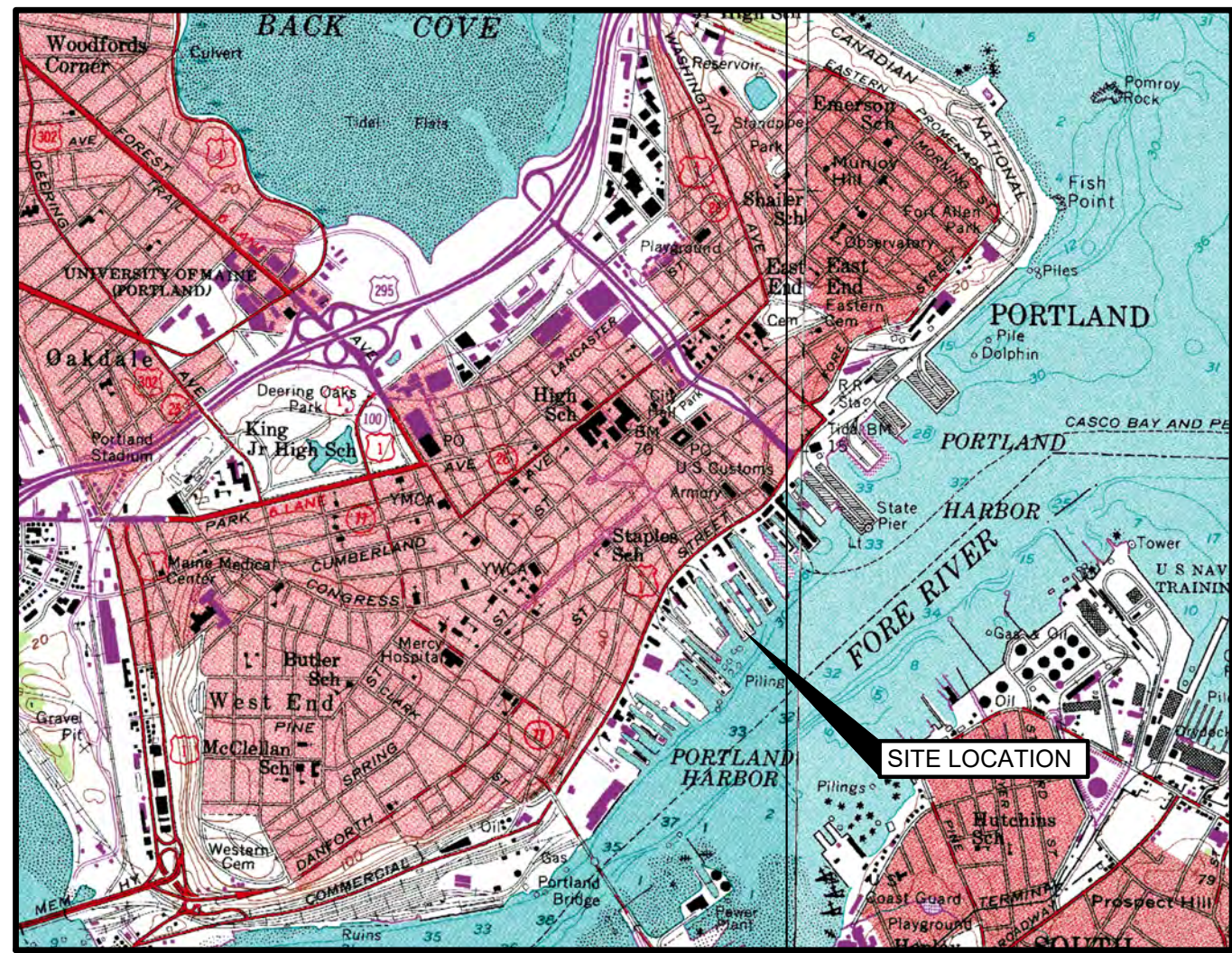
NO.

REVISIONS



U:\3626 Union Wharf Feasibility - Portland, ME.Z - CAD\DWG\3626-PBASE.dwg 11/10/2021 8:48 AM

Legend	
● IRON PIPE OR ROD FOUND	— CURB
■ MONUMENT FOUND	— FENCE
○ UTILITY POLE	— OHW
○ MANHOLE	— E
⊗ EM/GM	— W
— ELECTRIC/GAS METER	— G
— SIGN	— T
— CATCH BASIN	— SD
— HYDRANT	— SS
— WATER VALVE OR SHUTOFF	— GL
— LIGHT POLE	— WP
— GAS VALVE	— N/F
○ DECIDUOUS TREE	000/000 DEED BOOK / PAGE
△ PK NAIL	CONC. CONCRETE
○ CIR	TH= THRESHOLD
○ TBS	FFE= FINISHED FLOOR ELEVATION
---	— SUBDIVISION LOT LINE



SPACE AND BULK STANDARDS		
ZONE: WATERFRONT CENTRAL	REQUIRED	PROVIDED
MIN. LOT SIZE	NONE	7.0 ACRES ±
MIN. LOT WIDTH (CSOZ)	50 FT.	257' ±
MIN. LOT FRONTAGE (ALONG COMMERCIAL STREET)	75 FT.	272.99'
MAX. FRONT SETBACK (ALONG COMMERCIAL STREET)	35 FT.	2.1' ±
YARD DIMENSIONS		
FRONT	NONE	>xx FT.
SIDE	NONE	>xx FT.
REAR	NONE	>xx FT.
PIER EDGE SETBACK		
FIRST FLOOR	10 FT.	>xx FT.
PARKING *	10 FT.	>xx FT.
MAX. LOT COVERAGE	100%	
MAX. BUILDING HEIGHT	50 FT.	<xx FT.

* OFF-STREET PARKING AND LOADING (DIVISION 20 & 21) DO NOT APPLY BUT MUST ADHERE TO SEC. 14-311(a)

Commercial Street Overlay Zone (CSOZ). The Commercial Street Overlay Zone (CSOZ) is a portion of the Waterfront Central Zone, as described below, where new and existing development may be occupied with 100% non-marine use tenants listed under Subsection 10.33(B), subject to the standards and use limitations provided in Subsection 10.37(B). The geographic limits of the CSOZ are defined by parcels of land and piers within the Waterfront Central Zone located on the landward side of a line established 125 feet south of the southerly sideline of Commercial Street and modified as follows: the seaward limit of the CSOZ extends to a line 300 feet south of the southerly sideline of Commercial Street in the area between the easterly and westerly sideline of Long Wharf. Additionally, all areas subject to this provision are set back landward at least 25 feet from the average high tide line of Portland Harbor and associated coastal wetlands. Where the 125 foot offset intersects with the footprint of a building existing as of May 2019 and such intersection leaves 75% or more of the building within the CSOZ, the entire building shall be considered included in the CSOZ. All offset distances are measured horizontally. All applicants for development within the CSOZ are responsible for demonstrating their location within CSOZ according to the findings of a site specific land

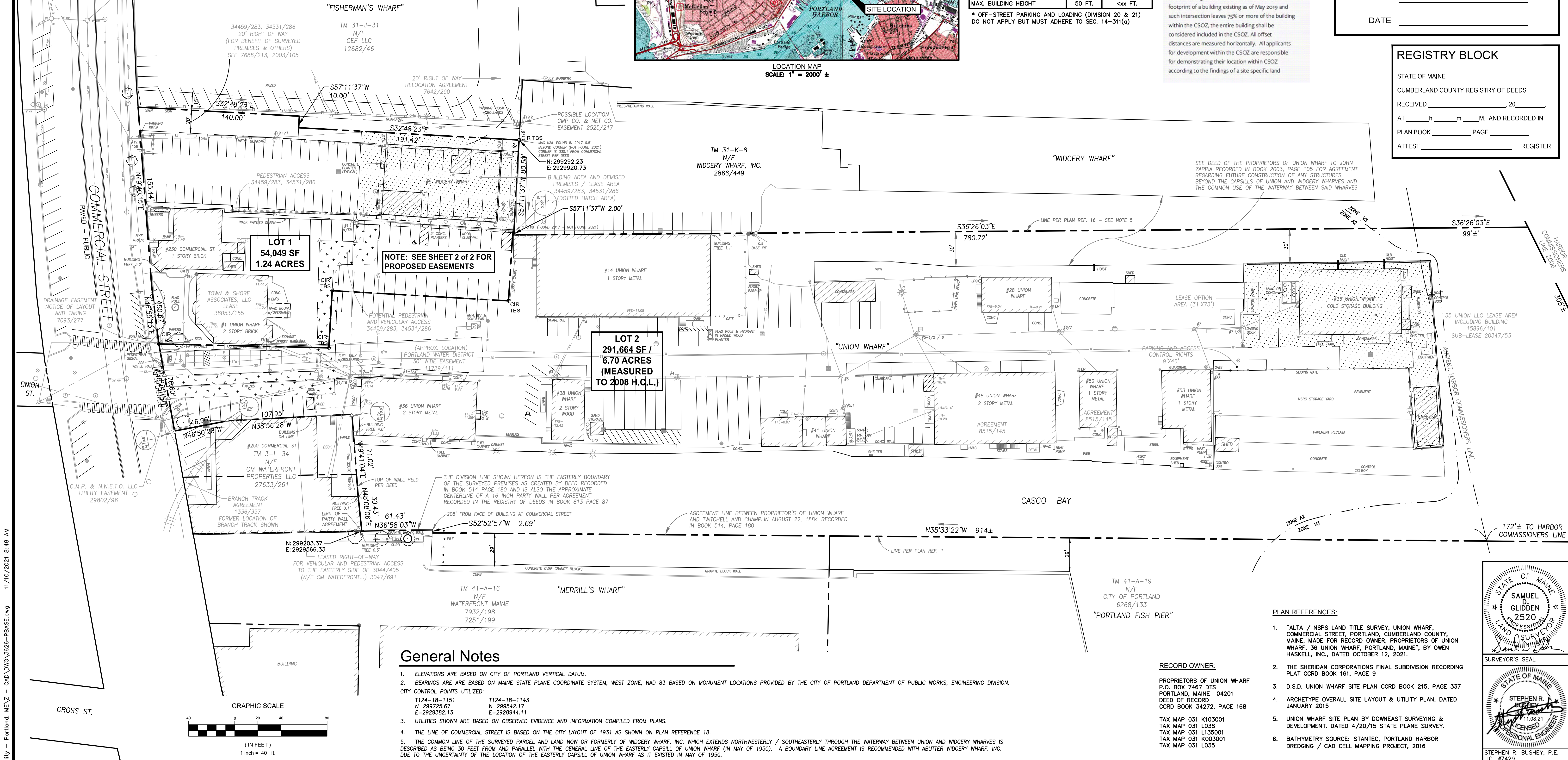
CITY OF PORTLAND PLANNING BOARD APPROVAL

CHAIRMAN _____

DATE _____

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____, 20____
AT _____ h _____ m _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER



General Notes

- ELEVATIONS ARE BASED ON CITY OF PORTLAND VERTICAL DATUM.
- BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 BASED ON MONUMENT LOCATIONS PROVIDED BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION. CITY CONTROL POINTS UTILIZED:
T124-18-1151 N=299725.67 E=2929382.13
T124-18-1143 N=299542.17 E=2928944.11
- UTILITIES SHOWN ARE BASED ON OBSERVED EVIDENCE AND INFORMATION COMPILED FROM PLANS.
- THE LINE OF COMMERCIAL STREET IS BASED ON THE CITY LAYOUT OF 1931 AS SHOWN ON PLAN REFERENCE 18.
- THE COMMON LINE OF THE SURVEYED PARCEL AND LAND NOW OR FORMERLY OF WIDGERY WHARF, INC. WHICH EXTENDS NORTHWESTERLY / SOUTHEASTERLY THROUGH THE WATERWAY BETWEEN UNION AND WIDGERY WHARVES IS DESCRIBED AS BEING 30 FEET FROM AND PARALLEL WITH THE GENERAL LINE OF THE EASTERLY CAPSILL OF UNION WHARF (IN MAY OF 1950). A BOUNDARY LINE AGREEMENT IS RECOMMENDED WITH ABUTTER WIDGERY WHARF, INC. DUE TO THE UNCERTAINTY OF THE LOCATION OF THE EASTERLY CAPSILL OF UNION WHARF AS IT EXISTED IN MAY OF 1950.

PLAN REFERENCES:

- "ALTA" / NSPS LAND TITLE SURVEY, UNION WHARF, COMMERCIAL STREET, PORTLAND, CUMBERLAND COUNTY, MAINE, MADE FOR RECORD OWNER, PROPRIETORS OF UNION WHARF, 36 UNION WHARF, PORTLAND, MAINE, BY OWEN HASKELL, INC., DATED OCTOBER 12, 2021.
- THE SHERIDAN CORPORATIONS FINAL SUBDIVISION RECORDING PLAT CCRD BOOK 161, PAGE 9
- D.S.D. UNION WHARF SITE PLAN CCRD BOOK 215, PAGE 337
- ARCHETYPE OVERALL SITE LAYOUT & UTILITY PLAN, DATED JANUARY 2015
- UNION WHARF SITE PLAN BY DOWNEAST SURVEYING & DEVELOPMENT, DATED 4/20/15 STATE PLANE SURVEY.
- BATHYMETRY SOURCE: STANTEC, PORTLAND HARBOR DREDGING / CAD CELL MAPPING PROJECT, 2016

RECORD OWNER:

PROPRIETORS OF UNION WHARF
P.O. BOX 7487 DTS
PORTLAND, MAINE 04201
DEED OF RECORD
CCRD BOOK 34272, PAGE 168

TAX MAP 031 K103001
TAX MAP 031 L038
TAX MAP 031 L135001
TAX MAP 031 K003001
TAX MAP 031 L035

Design: SRB Draft: CDD Date: OCT. 2021
Checked: SRB Scale: AS NOTED Job No.: 3626
File Name: 3626-PBASE.dwg

This plan shall not be modified without written permission from Gorrill Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorrill Palmer.



707 Sable Oaks Drive, Suite 30
South Portland, Me 04106
207.772.2515 / www.gorrillpalmer.com
Relationships. Responsiveness. Results.

Drawing Name:

AMENDED SUBDIVISION PLAN

Project:

UNION WHARF
Portland, Maine

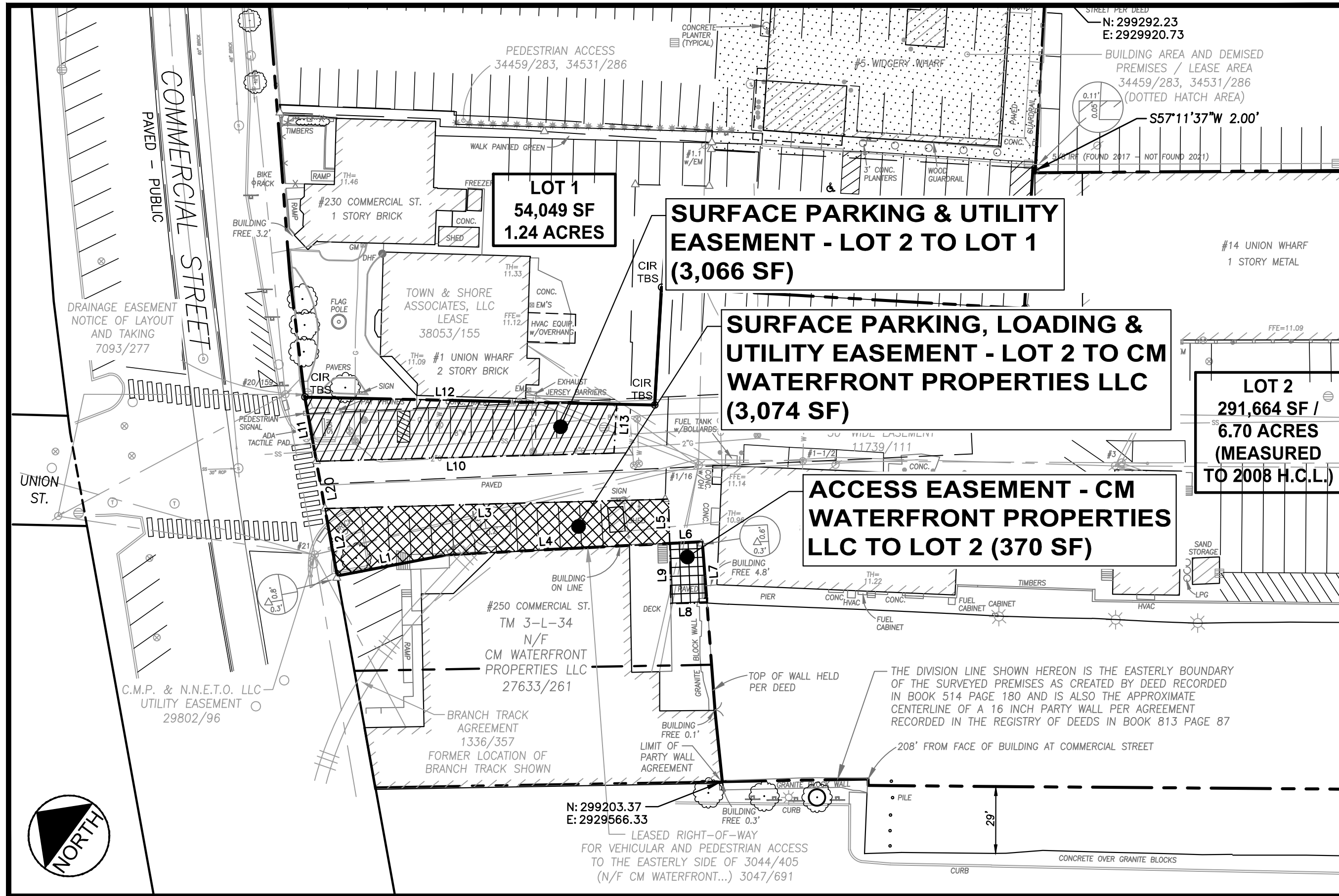
Client:

PROPRIETORS OF UNION WHARF
36 Union Wharf, Portland, Maine 04101

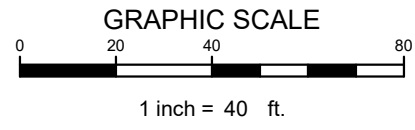
Drawing No.

1 of 2

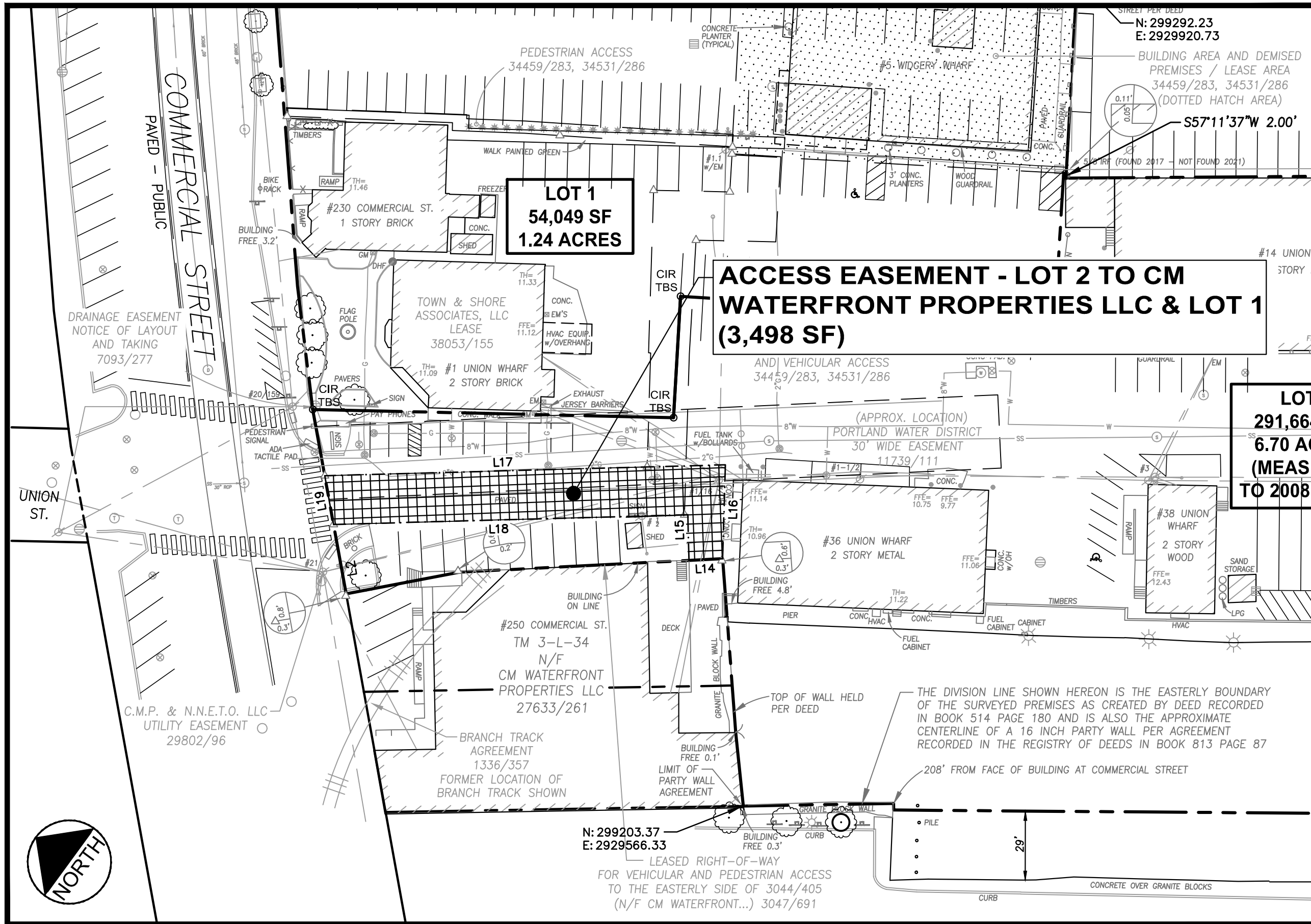
U:\3626 Union Wharf Feasibility - Portland, ME\Z - CAD\DWG\3626-PBASE.dwg 11/10/2021 8:49 AM



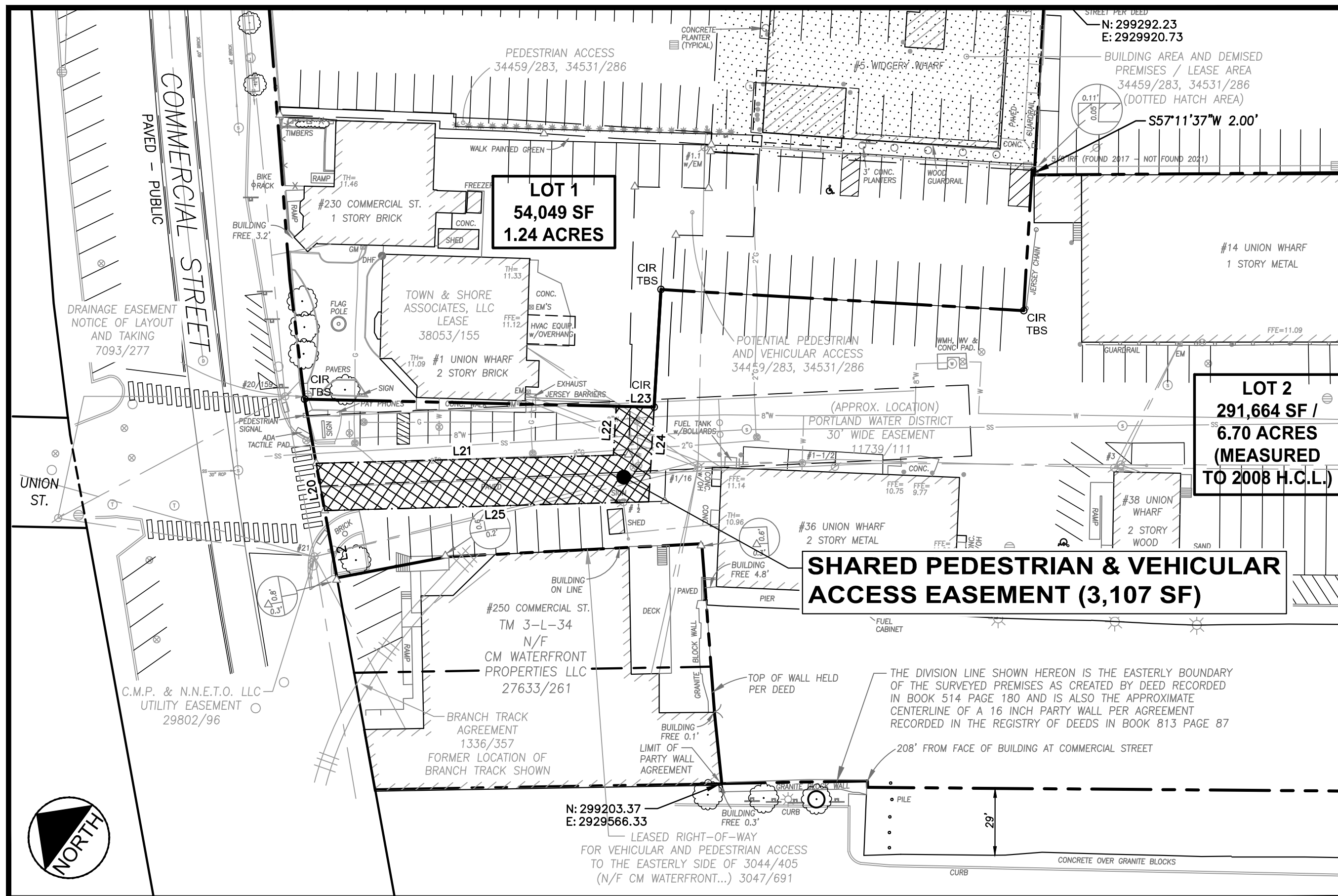
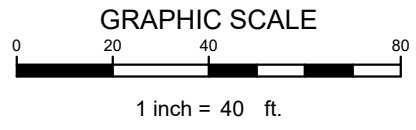
EASEMENT INSET 1



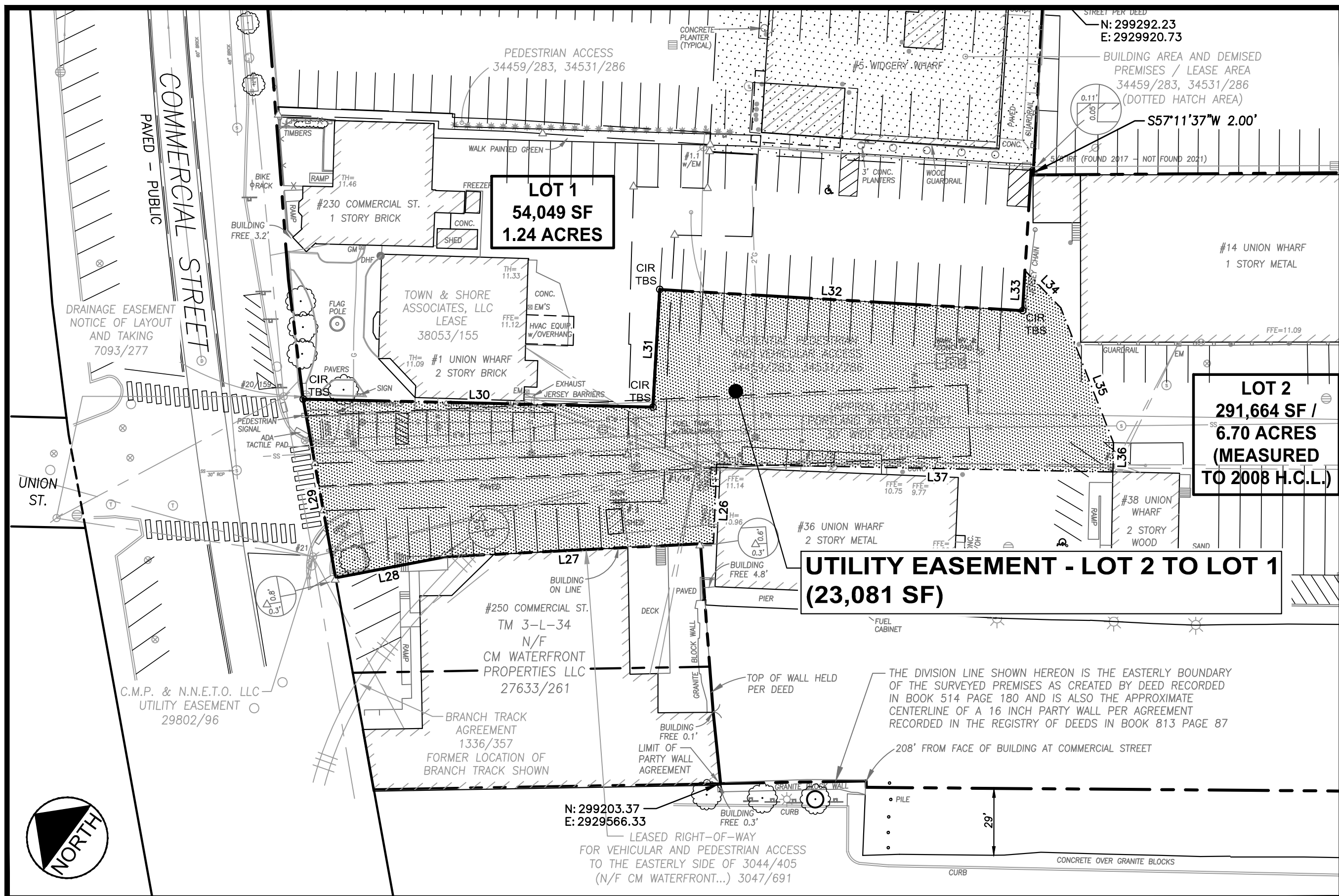
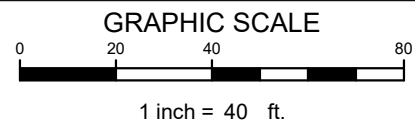
SEE EASEMENT LINE TABLE AT RIGHT
FOR EASEMENT METES & BOUNDS



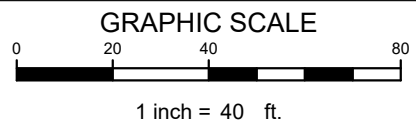
EASEMENT INSET 2



EASEMENT INSET 3



EASEMENT INSET 4



CITY OF PORTLAND
PLANNING BOARD APPROVAL

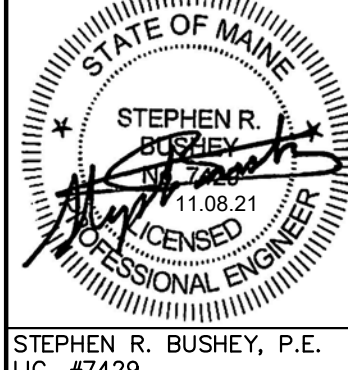
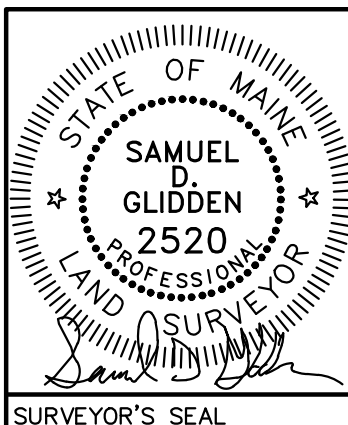
CHAIRMAN _____

DATE _____

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____ 20____
AT _____ h _____ m _____ M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

Easement Line Table		
Line #	Length	Direction
L1	46.90	S46° 50' 28"E
L2	28.83	S43° 45' 15"W
L3	144.83	N37° 34' 13"W
L4	94.22	S38° 56' 28"E
L5	18.70	N52° 25' 47"E
L6	13.73	S38° 56' 28"E
L7	25.86	S49° 41' 04"W
L8	15.23	N36° 58' 26"W
L9	25.35	N53° 01' 34"E
L10	125.39	N37° 34' 13"W
L11	27.53	N43° 45' 15"E
L12	131.47	S34° 41' 47"E
L13	20.70	S57° 19' 11"W
L14	13.73	S38° 56' 28"E
L15	18.70	S52° 25' 48"W
L16	38.43	N55° 41' 20"E
L17	163.79	N37° 34' 13"W
L18	144.83	S37° 34' 13"E
L19	20.24	S43° 45' 15"W
L20	20.24	N43° 45' 15"E
L21	125.39	S37° 34' 13"E
L22	20.70	N57° 19' 11"E
L23	16.01	S34° 41' 47"E
L24	39.97	S57° 19' 11"W
L25	136.69	N37° 34' 13"W
L26	33.37	N56° 17' 02"E
L27	113.43	S38° 56' 28"E
L28	46.90	S46° 50' 28"E
L29	76.60	S43° 45' 15"W
L30	147.48	N34° 41' 47"W
L31	49.64	S57° 19' 11"W
L32	153.19	N32° 40' 49"W
L33	16.90	S57° 30' 44"W
L34	21.78	N10° 05' 03"E
L35	61.12	N32° 40' 28"E
L36	12.30	N55° 09' 13"E
L37	167.10	S34° 51' 51"E



Design: SRB Draft: CDD Date: OCT. 2021
Checked: SRB Scale: AS NOTED Job No.: 3626
File Name: 3626-PBASE.dwg
This plan shall not be modified without written permission from Gorrill Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorrill Palmer.



707 Sable Oaks Drive, Suite 30
South Portland, Me 04106
207.772.2515 / www.gorrillpalmer.com
Relationships. Responsiveness. Results.

Drawing Name: AMENDED SUBDIVISION PLAN - EASEMENTS

Project: UNION WHARF
Portland, Maine
Client: PROPRIETORS OF UNION WHARF
36 Union Wharf, Portland, Maine 04101

Drawing No.

2 of 2