

3-H-1

10-9970000T

48 moody Street

Adams School

Avesta Housing

~~(DEC file)~~

(post Approval file)

add to Spreadsheet

Memorandum  
Department of Planning and Development  
Planning Division

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TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: August 1, 2013

RE: C. of O. for # 48 Moody Street, Adams School Redevelopment  
Project  
(Id # 10-99700009) (CBL 003 H 001001)

---

After visiting the site, I have the following comments:

Site work complete:

At this time, **I recommend issuing a permanent Certificate of Occupancy.**

Cc: Tammy Munson, Inspection Services Manager  
Barbara Barhydt, Development Review Services Manager

Memorandum  
Department of Planning and Development  
Planning Division

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TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: June 27, 2013

RE: C. of O. for # 48 Moody Street, Adams School Redevelopment  
Project  
(Id # 10-99700009) (CBL 003 H 001001)

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After visiting the site, I have the following comments:

Site work incomplete:

1. Submission of evidence the Filterra stormwater installation is compliant with manufacturer's specification,
2. Area drain & catch basin finish grading and stabilization,
3. Submission and approval of "As-Built" plans,
4. Miscellaneous minor site work.

I anticipate this work can be completed by **July 31, 2013**.

At this time, **I recommend issuing a temporary Certificate of Occupancy.**

Cc: Tammy Munson, Inspection Services Manager  
Barbara Barhydt, Development Review Services Manager

## Philip DiPierro - Final - 34 Moody Building "A"

**From:** Lannie Dobson  
**To:** Benjamin Wallace; Chris Pirone; George Froehlich; John Martell; Phil...  
**Date:** 6/10/2013 2:19 PM  
**Subject:** Final - 34 Moody Building "A"

Date: 6/12/2013 Time:

Note: 207-615-6603 Richard Building "A" MUST HAVE CALL EARLY A.M. with time

Application Type: Prmt  
Application ID: 201245543

Contact: Great Falls Builders, Inc./Jon Smith  
Phone1: Phone2:

Owner Name: AVESTA HOUSING DEVELOPMENT CORPORATION  
Owner Addr: 307 CUMBERLAND AVE  
Portland, ME 04101

- Moving the bench
- Playground Inspection, recreation
- license for step railings
- Bike racks? - 1 in each storage unit

## **STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT**

**IN CONSIDERATION OF** site plan/subdivision approval granted by the Planning Board of the City of Portland to Avesta Housing Development Corporation, a Maine nonprofit corporation (“Avesta”) with respect to a plan entitled “Recording Plat on Moody St., Vesper St., Wilson St. & Munjoy St. made for record owner Avesta Housing Development Corporation,” by Owen Haskell, Inc. dated May 16, 2012 and recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 210 (the “Plan”) and pursuant to a condition thereof, Avesta, the owner (the “Owner”) of Parcel B as shown on the Plan (the “Premises”), does hereby agree, for itself, its successors and assigns, as follows:

### **Maintenance Agreement**

That it will, at its own cost and expense for as long as it owns the Premises, maintain in good repair and in proper working order the stormwater drainage system, including but not limited to the tree boxes, StormTech Isolator Row, piping, valves, etc. in strict compliance with the Maintenance of Facilities as described in the Stormwater Management Plan, Section 13 of the Level III Final Site Plan Development Review Application dated July 11, 2011 and Chapter 32 of the Portland City Code. Owner further agrees to keep a Stormwater Maintenance Log that will be made available for inspection by the City of Portland upon reasonable notice and request. Notwithstanding the foregoing, if the Owner constructs a condominium upon the Premises, the condominium association shall take over all responsibilities for maintaining the stormwater drainage system as set forth herein, effective as of the conveyance of the first unit in said condominium to a purchaser other than the Owner or affiliate of the Owner. Upon the recording of the deed effecting such first conveyance, Avesta shall have no further obligations under this Agreement, and the condominium association shall thereafter be deemed to be the Owner for purposes of this Agreement. This Agreement is for the benefit of the said City of Portland and all persons in lawful possession of the Premises; further, that the said City of Portland may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice as described in this Agreement, and a stated time to perform, that the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon the Premises (but not individual condominium units) to maintain, repair, or replace said stormwater drainage system, including but not limited to, tree boxes, StormTech

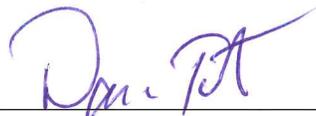
Isolator Row, piping, catchbasins, manholes, valves, etc. thereon in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the Premises (excluding individual units). The City shall not responsible or liable for the equipment described in this Agreement except to the extent of any damage thereto as a result of thre City's entry upon the Premises.

This Agreement shall bind the undersigned only so long as it retains any interest in the Premises, and the obligation to maintain the stormwater drainage system as set forth herein shall be a covenant running with the land, which shall be binding on the successors and assigns of the Owner, including the aforementioned condominium association. For the purpose of this Agreement, "Parcel B" as shown on the Plan, but excluding individual condominium units, shall constitute "the Premises" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the Owner and the passage of thirty (30) days without the default being cured, pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by this Agreement shall be complete on the date the notice is mailed to the owner of record as shown on the tax roles on file in the City Assessor's Office. The failure to receive any written notice required by this Agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof.

Dated at Portland, Maine this 12 day of JUNE, <sup>2013</sup>2012.

AVESTA HOUSING DEVELOPMENT CORPORATION, Owner

By:   
Dana Totman, its President

STATE OF MAINE  
CUMBERLAND, ss.

Date: JUNE 12, 2013

Personally appeared the above-named Dana Totman, President of Avesta Housing Development 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 Avesta Housing Development Corporation.

Before me,

  
Notary Public/Attorney at Law

Print name DEBORA KELLER  
Notary Public, Maine

My Commission Expires October 17, 2016

O:\MAS\99475 Avesta\Adams School\Land use\Stormwater Agreement \_Adams 12\_5\_12.doc

Dad's Copy

**CITY OF PORTLAND, MAINE**  
**PLANNING BOARD**

Joe Lewis, Chair  
Carol Morrissette, Vice Chair  
Lee Lowry, III  
Stuart G. O'Brien  
Michael J. Patterson  
David Silk  
Bill Hall

August 23<sup>rd</sup>, 2011

Avesta Housing Development Corporation  
307 Cumberland Avenue  
Portland, Maine 04101  
Attn. Ethan Boxer-Macomber & Seth Parker

Woodard & Curran  
41 Hutchins Drive  
Portland, ME 04102  
Attn. Denise Cameron

**Project Name:** Adams School Redevelopment  
16 residential units and public park/playground  
**Project ID:** 10-99700009  
**Project Address:** 48 Moody Street  
CBL: 003-H-001-001

Dear Applicant:

On August 9<sup>th</sup>, 2011 the Portland Planning Board considered a Level III Final Site Plan and Subdivision application for a proposal to create a 16 unit residential condominium development on a .74 acre portion of the site of the former Marada Adams School, along with construction of a .35 acre public park/ playground area adjacent to the housing complex. The Planning Board reviewed the proposal for conformance with the standards of the Subdivision Ordinance and Site Plan Ordinance. The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) to approve the application with the following motions and conditions as presented below.

**WAIVERS**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # 10-99700009 relevant to Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) to waive Technical Standard, Section 2.1.1 to allow the stormwater from housing, park and playground areas to discharge into the combined sewers in nearby streets as shown in the approved plans.

**SUBDIVISION REVIEW**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # # 10-99700009 relevant to the Site Plan and Subdivision reviews and other regulations, and the testimony presented at the Planning Board hearing:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) that the plan is in conformance with the subdivision standards of the Land Use Code, subject to the following condition(s) of approval:

- i. That the Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Corporation Counsel, Recreation Department and Department of Public Services, to show Parcel A divided into 2 lots (one the park/playground area) subject to agreement with the Zoning Administrator, and to include detailed references to ownerships, easements, park/playground, stormwater systems, Condominium Association documents and relevant conditions; and

ok  
7/13/12

**CITY OF PORTLAND, MAINE  
PLANNING BOARD**

*Bill's Copy*

Joe Lewis, Chair  
Carol Morrissette, Vice Chair  
Lee Lowy, III  
Stuart G. O'Brien  
Michael J. Patterson  
David Silk  
Bill Hall

August 23<sup>rd</sup>, 2011

Avesta Housing Development Corporation  
307 Cumberland Avenue  
Portland, Maine 04101  
Attn. Ethan Boxer-Macomber & Seth Parker

Woodard & Curran  
41 Hutchins Drive  
Portland, ME 04102  
Attn. Denise Cameron

**Project Name:** Adams School Redevelopment

16 residential units and public park/playground

**Project ID:**

10-99700009

**Project Address:**

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CBL: 003-H-001-001

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The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) to waive Technical Standard, Section 2.1.1 to allow the stormwater from housing, park and playground areas to discharge into the combined sewers in nearby streets as shown in the approved plans.

**SUBDIVISION REVIEW**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # 10-99700009 relevant to the Site Plan and Subdivision reviews and other regulations, and the testimony presented at the Planning Board hearing:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) that the plan is in conformance with the subdivision standards of the Land Use Code, subject to the following condition(s) of approval:

1. That the Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Corporation Counsel, Recreation Department and Department of Public Services, to show Parcel A divided into 2 lots (one the park/playground area) subject to agreement with the Zoning Administrator, and to include detailed references to ownerships, easements, park/playground, stormwater systems, Condominium Association documents and relevant conditions; and

*OK  
7/13/12*

- done  
7/13/12
- ii. That the Condominium Association documents, including the Stormwater Maintenance Agreement and Stormwater Inspection and Maintenance Plan, shall address the comments of the Associate Corporation Counsel in this report and be finalized to the satisfaction of the Corporation Counsel prior to the recording of the Subdivision Plat; and
- done  
6/12/13
- iii. That the applicant and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements. The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment & erosion control plan based on City standards and state guidelines. A maintenance agreement for the stormwater drainage system, as included in Attachment B.105-B.110 of this Report, shall be submitted and signed prior to the issuance of a Certificate of Occupancy with a copy to the Department of Public Services; and
- done  
7/13/12
- iv. That the applicant shall submit revised Landscape and Demolition Plans to incorporate the August 9, 2011 recommendations of the City Arborist regarding street trees and tree preservation, for review and approval by the Planning Authority prior to the issuance of a building permit.

#### SITE PLAN REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # # 10-99700009 relevant to the Site Plan and Subdivision reviews and other regulations, and the testimony presented at the Planning Board hearing:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) that the plan is in conformance with the site plan standards of the Land Use Code [a subject to the following condition(s) of approval:

- done  
7/13/12
- i. That the site plans shall be revised to incorporate the recommendations of the Traffic Reviewer, Tom Errico, as outlined in his comments of August 4, 2011, for review and approval by the Planning Authority prior to the issuance of a building permit; and
- done  
7/13/12
- ii. That the applicant shall submit revised plans that address the Department of Public Service comments dated August 4, 2011, for review and approval by the Planning Authority prior to the issuance of a building permit; and
- done  
7/11/12
- iii. That the applicant shall submit a Construction Management Plan for both the housing and park/playground parts of the proposal, to include specifics of proposed measures and a timetable for public access to the playground, street parking and sidewalks, for review and approval by the Planning Authority prior to the issuance of a building permit; and
- done  
7/13/12
- iv. That the applicant revise the first floor plans of the units adjacent to the internal passageways so that it is consistent with the submitted elevations in attachment E.24 (A200 dated 8.4.2011) and includes windows onto the passageway; and
- N/A
- v. That any signage, including the proposed park signs, would need to meet the sign ordinance standards and separate sign permit applications are required for such signage.

The approval is based on the submitted plans and the findings related to site plan and subdivision review standards as contained in Planning Report # 17-11, which is attached.

Please note the following provisions and requirements for all site plan and subdivision approvals:

#### Standard Conditions of Approval

Please note the following standard conditions of approval and requirements for all approved site plans:

1. A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a building permit.

- done  
7/14/12
2. The site shall be developed and maintained as depicted in the site plan and the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the planning authority pursuant to the terms of the Site Plan Ordinance of Portland's Land Use Code.
  3. The above approvals do not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
  4. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Dept. prior to the release of the subdivision plat for recording at the Registry of Deeds, and prior to the release of a building permit, street opening permit or certificate of occupancy for site plans.
  5. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
  6. The subdivision approval is valid for three (3) years.
  - done  
7. Final sets of plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*.dwg), release AutoCAD 2005 or greater.
  8. Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.
  9. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
  10. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
  11. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

Philip DiPierro, Development Review Coordinator, must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at 874-8632.

Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If you have any questions, please contact Jean Fraser at 874 8728 or [jf@portlandmaine.gov](mailto:jf@portlandmaine.gov).

Sincerely,



Joe Lewis, Chair  
Portland Planning Board

**Attachments:**

1. 8.2.2011 Associate Corporation counsel comments
2. 8.9.2011 City Arborist comments
3. 8.4.2011 Traffic Engineering Reviewer comments
4. 8.4.2011 Department of Public Services comments
5. Planning Board Report #17-11
6. Performance Guarantee Packet

**Electronic Distribution:**

Penny St. Louis Littell, Director of Planning and Urban Development  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Jean Fraser, Planner  
Philip DiPierro, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Tammy Munson, Inspections Division Director  
Gayle Guertin, Inspections Division  
Lannie Dobson, Inspections Division  
Michael Bobinsky, Public Services Director  
Kathi Earley, Public Services

Bill Clark, Public Services  
David Margolis-Pineo, Deputy City Engineer  
Greg Vining, Public Services  
John Low, Public Services  
Jane Ward, Public Services  
Chris Pirone, Fire  
Jeff Tarling, City Arborist  
Tom Errico, TY Lin  
David Senus, Woodard & Curran  
Assessor's Office  
Approval Letter File

**Hard Copy:** Project File

## Attachment 1

**From:** Danielle West-Chuhta (Danielle West-Chuhta)  
**To:** Jean Fraser  
**CC:** Barbara Barhydt  
**Date:** 8/2/2011 3:16 PM  
**Subject:** Fwd: RE: Adams School- info needed for hearing

I think that the plat needs to specify more about the park/walkway. It only indicates that it is a proposed public park - it does not discuss who owns the underlying property, who maintains, etc.....there should be a note that gives more specifics.

>>> Danielle West-Chuhta (Danielle West-Chuhta) 8/2/2011 2:28 PM >>>  
I have reviewed the Adams School documents. Here are my comments:

- 1) Just to confirm there are 16 units, correct? The documents indicate that, but I wanted to confirm.
- 2) The documents do not mention the park/play area - is the condo association going to have any part in that? I am guessing it will be identified on the site plan and plat, but we should make clear who has responsibility for the park/play area.
- 3) I am assuming that garbage and snow removal is a common expense - but I think that the documents need to indicate this and also need to indicate (if this is the case) that it is not the City's responsibility to address these items.
- 4) The documents allow for further subdivision of units (with the required City, etc. approvals) - I think that this is ok since it says with City approval, but I wanted to make sure you were aware of this fact.
- 5) The documents also allow for rental of units (for up to six months) - is this allowed in the zone? If yes, is City approval required prior to rental? If yes, then the documents should indicate that you need said approval.
- 6) Snow storage - I am assuming that this has been or will be identified on the site plan and will be conveyed to the future purchasers - it is not mentioned in the documents (not that I think that it needs to be included - I just wanted to bring that point up).

Thanks,

Danielle

**Attachment 2**

**From:** Jeff Tarling  
**To:** Jean Fraser  
**Date:** 8/9/2011 3:36 PM  
**Subject:** Re: Adams- hearing report- existing trees

Hi Jean -

I checked the existing trees at the Adams School site and want to report that the large Silver Maple as mentioned on Moody and the existing Norway Spruce tree near the playground are being saved. The other existing Norway Maples along Moody, east of Beckett Street are going to be impacted by the grading changes. These trees are not in good condition. One of these trees has limited grading which would likely cause further decline.

Jeff Tarling

**From:** Tom Errico [thomas.errico@tylin.com](mailto:thomas.errico@tylin.com) **Attachment 3**  
**To:** Jean Fraser <[JF@portlandmaine.gov](mailto:JF@portlandmaine.gov)>  
**CC:** David Margolis-Pineo <[DMP@portlandmaine.gov](mailto:DMP@portlandmaine.gov)>, Katherine Earley <[KAS@portlandmaine.gov](mailto:KAS@portlandmaine.gov)>, Jeff Tarling <[JST@portlandmaine.gov](mailto:JST@portlandmaine.gov)>, Chris Pirone <[cpp@portlandmaine.gov](mailto:cpp@portlandmaine.gov)>  
**Date:** 8/4/2011 11:15 AM  
**Subject:** Adams School

Jean - I have reviewed the Site Plan application dated July 11, 2011 prepared by Woodard & Curran and I have the following comments.

- \* I would suggest that the driveway radii be eliminated and tip-down curbing be used. The width of the driveway opening at the curb line should be reduced such that no excess pavement area is provided outside what is needed for emergency access vehicles as illustrated on the Ladder 1 turning template graphic provided.
- \* The one-way driveway should include appropriate MUTCD signage that controls and reinforces the one-way circulation plan.

\* The illustrated layout of detectible warning devices is not acceptable. The plans should be revised to meet City standards.

\* Detectible warning devices are not required at driveways. They should be deleted from the plans.

- \* The applicant shall be responsible for removing conflicting existing crosswalk pavement markings and signs.

- \* The new crosswalks on Wilson Street at O'Brion Street and Moody Street at Beckett Street should be "block" style markings.

\* Crosswalk ramp locations should be designed with the goal of meeting the City's preferred ramp alignment standard. If the preferred standards cannot be met, the applicant should provide documentation why an alternative is required.

- \* The applicant shall be responsible for implementing all on-street parking changes associated with proposed parking regulations. I would suggest that the applicant provide information for review at this time. I would also note that the applicant shall provide assistance to the City, inclusive of provide graphic materials, for seeking any necessary City Council Traffic Schedule amendments.

- \* The location of the proposed driveways meet City corner clearance standards and therefore I find them to be acceptable.

- \* Traffic volumes are expected to decline when comparing the proposed development and prior use. Accordingly, a traffic study is not required.

- \* The City has standards that provide details for angled parking spaces. The applicant should review these standards and confirm that they are being met.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE  
 Senior Associate  
 Traffic Engineering Director

T.Y. Lin International  
 12 Northbrook Drive  
 Falmouth, ME 04105  
 207.347.4354 direct  
 207.400.0719 mobile  
 207.781.4753 fax  
[thomas.errico@tylin.com](mailto:thomas.errico@tylin.com) <<mailto:thomas.errico@tylin.com>>

**From:** David Margolis-Pineo  
**To:** Jean Fraser  
**CC:** DEVELOPMENT REVIEW GROUP  
**Date:** 8/4/2011 11:07 AM  
**Subject:** Review of Avesta - Adams School Site Redevelopment

August 4, 2011

**TO:** Jean Fraser  
Barbara Barhydt  
**FROM:** David Margolis-Pineo  
Dept. of Public Services  
**RE:** Review Comments: Adam School residential Condominium Project

The Department has the following Final Review comments.

1. The proposed "capped iron rods to be set" shall be placed before the issuance of a Building Permit.
2. The request to waive the introduction of stormwater into a sewer design to convey sanitary waste is hereby granted.
3. A note shall be added to the General Notes on Sheet C2 – Site Plan stating: All work shall conform to the City of Portland's Technical Manual.
4. A note shall be added to the General Notes on Sheet C2 – Site Plan stating: Prior to constructing any sidewalk handicap ramps within the road right of way, the design shall be reviewed and approved by Bruce Hyman (office 874-8833 or cell 400-9243) of the Public Services Department.
5. A note shall be added to the General Notes on Sheet C2 – Site Plan stating: Prior to abandoning any sewer pipes which connect to public infrastructure within the road right of way, contact John Emerson (office 874-8468 or cell 318-0239) for inspection.

We have no further questions at this time.

as sent - don't believe we  
rec'd anything back  
JF

**From:** Jean Fraser  
**To:** Parker, Seth  
**CC:** DiPierro, Philip  
**Date:** 12/3/2012 12:03 PM  
**Subject:** Re: Adams - Stormwater management agreement  
**Attachments:** Stormwater Agreement\_Adams.doc

Seth

Apologies for the delay in this reply; I have been waiting for comments from Public Services. Public Services wanted to review the submitted info as since this project was approved (Aug 2011) the whole question of stormwater system maintenance has become a bit more important as the City is pressed to comply with legal standards.

My understanding is that even though the proposed Maintenance Plan is somewhat minimal, DPS will rely on the legal *Stormwater Maintenance Agreement* and its references (including to Chapter 32, as based on City's generic version).

Our Legal Department has the following comments on the draft legal *Stormwater Maintenance Agreement* that you sent (attached):

**I would like language included in the draft that Avesta sent indicating that the City is not responsible or liable for the equipment. I also want the removed language (allowing the City to access as necessary and lien the property for costs) to be included if this equipment is connected to City infrastructure so if we need to access to fix an issue that is being caused in our infrastructure we have the ability to do so and charge the property owner.**

Please send a revised version for further review.

Thank you  
Jean

>>> Seth Parker <SParker@avestahousing.org> 11/19/2012 12:06 PM >>>

Hi Phil,  
Attached is our proposed final draft of the stormwater maintenance agreement as well as some commentary below from Woodard Curran about the requirements outlined in our site plan application. Please let me know if you have any comments or questions regarding this.

In the meantime I'm working on the same thing for Pearl II. Not sure why on this one we're ahead of the game!

Thanks,  
Seth

Seth Parker  
Development Officer  
Avesta Housing  
307 Cumberland Avenue  
Portland, ME 04101  
207-553-7780 ext. 208

[www.avestahousing.org](http://www.avestahousing.org)

**From:** Denise Cameron [mailto:dcaeron@woodardcurran.com]  
**Sent:** Tuesday, October 09, 2012 9:59 PM  
**To:** Seth Parker  
**Cc:** lewis@pdtarchs.com  
**Subject:** RE: Adams - Stormwater management agreement

Hi Seth,  
I have added the relevant stormwater report references to the attached agreement, for your use. Stormwater Maintenance and Inspection requirements were included in Section 13 of the Level III site plan application, and reviewed by the City as part of that process. I have extracted the relevant text from Section 13, and attached a word file copy for your use. If you need anything in addition, please do not hesitate to give us a call.

Regards,  
Denise

**From:** Seth Parker [mailto:SParker@avestahousing.org]  
**Sent:** Tuesday, October 09, 2012 1:25 PM

**To:** Denise Cameron  
**Cc:** David Lewis (lewis@pdtarchs.com)  
**Subject:** Adams - Stormwater management agreement

Hi Denise,

As part of our planning board approval the City required that we have a Stormwater Management Agreement with them as well as a Stormwater Inspection and Maintenance Plan prior to the issuance of a CofO. Attached is a draft of the agreement with blanks some of which require technical information that would best filled in by your office. Also, can you pull together the Stormwater Inspection and Maintenance Plan? I'd like to get both of these back over to the City for them to review.

Thanks,  
Seth

Seth Parker  
Development Officer  
Avesta Housing  
307 Cumberland Avenue  
Portland, ME 04101  
207-553-7780 ext. 208

[www.avestahousing.org](http://www.avestahousing.org)

from Seth Parker 11-19-2012  
re Adams

**STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT**

IN CONSIDERATION OF site plan/subdivision approval granted by the Planning Board of the City of Portland to Avesta Housing Development Corporation, a Maine nonprofit corporation ("Avesta") with respect to a plan entitled "Recording Plat on Moody St., Vesper St., Wilson St. & Munjoy St. made for record owner Avesta Housing Development Corporation," by Owen Haskell, Inc. dated May 16, 2012 and recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 210 (the "Plan") and pursuant to a condition thereof, Avesta, the owner (the "Owner") of Parcel B as shown on the Plan (the "Premises"), does hereby agree, for itself, its successors and assigns, as follows:

Maintenance Agreement

That it will, at its own cost and expense for as long as it owns the Premises, maintain in good repair and in proper working order the stormwater drainage system, including but not limited to the tree boxes, StormTech Isolator Row, piping, valves, etc. in strict compliance with the Maintenance of Facilities as described in \_\_\_\_\_ ~~(Stormwater Management Plan)~~ the Stormwater Management Plan, Section 13 of the Level III Final Site Plan Development Review Application dated July 11, 2011 in the \_\_\_\_\_ dated \_\_\_\_\_ and Chapter 32 of the Portland City Code. Owner further agrees to keep a Stormwater Maintenance Log that will be made available for inspection by the City of Portland upon reasonable notice and request. Notwithstanding the foregoing, if the Owner constructs a condominium upon the Premises, the condominium association shall take over all responsibilities for maintaining the stormwater drainage system as set forth herein, effective as of the conveyance of the first unit in said condominium to a purchaser other than the Owner or affiliate of the Owner. Upon the recording of the deed effecting such first conveyance, Avesta shall have no further obligations under this Agreement, and the condominium association shall thereafter be deemed to be the Owner for purposes of this Agreement. This Agreement is for the benefit of the said City of Portland and all persons in lawful possession of the Premises; further, that the said City of Portland may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice as described in this Agreement, and a stated time to perform, that the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon the Premises (but not individual condominium units) to maintain, repair, or replace said stormwater drainage system, including but not limited to ~~the \_\_\_\_\_~~ [specify devices and measures including, but not limited to, tree boxes, StormTech Isolator Row, piping, catchbasins, manholes, valves, etc.] thereon in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the Premises (excluding individual units).

This Agreement shall bind the undersigned only so long as it retains any interest in the Premises, and the obligation to maintain the stormwater drainage system as set forth herein shall be a covenant running with the land, which shall be binding on the successors and assigns of the

Owner, including the aforementioned condominium association. For the purpose of this Agreement, "Parcel B" as shown on the Plan, but excluding individual condominium units, shall constitute "the Premises" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the Owner and the passage of thirty (30) days without the default being cured, pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by this Agreement shall be complete on the date the notice is mailed to the owner of record as shown on the tax roles on file in the City Assessor's Office. The failure to receive any written notice required by this Agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof.

Dated at Portland, Maine this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

AVESTA HOUSING DEVELOPMENT CORPORATION, Owner

By: \_\_\_\_\_  
Dana Totman, its President

STATE OF MAINE  
CUMBERLAND, ss.

Date: \_\_\_\_\_

Personally appeared the above-named Dana Totman, President of Avesta Housing Development 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 Avesta Housing Development Corporation.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print name: \_\_\_\_\_

The proposed Wilson Street combined sewer pipe will be 18". This has been sized to match the existing pipe in Vesper Street. Based on the HydroCAD models, it is not anticipated that the full capacity of the 18" pipe will be necessary to convey flow from the proposed Avesta project site.

### 13.6 MAINTENANCE OF STORMWATER SYSTEMS

Upon completion of the project, the Condominium Association will assume responsibility for the inspection and maintenance of the site's stormwater drainage system and treatment measures. Inspection and maintenance activities will be carried out in conformance with Chapter 32 of the City of Portland Code of Ordinances. A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct the inspections and perform maintenance of the facilities. The inspection and maintenance outlined in Maine Department of Environmental Protection's Stormwater Best Management Practices (BMP) Manual will be followed.

#### 13.6.1 Filterra

The Filterra tree box filter is a proprietary soil filter system that is delivered to the site assembled, and includes a one-year maintenance plan as part of the product purchase. The manufacturer recommends that long-term maintenance be performed on at least a semiannual basis (generally spring and fall servicing) to help preserve Filterra flow-through rates and treatment performance. Each maintenance session includes, at a minimum, the following:

- Inspection of the system structure and media;
- Removal of trash and silt from the filter surface;
- Replacement of the surface mulch layer; complete replacement of the soil media is generally required only as part of a spill clean-up.
- Pruning of vegetation; if the vegetation is in dead or in poor health, it will require replacement; and
- Appropriate disposal of all removed materials.

Avesta will contract with Filterra or an appropriately trained maintenance provider for extended maintenance services.

As part of regular ongoing site maintenance, routine clearing of accumulated trash and debris will be completed to prevent clogging of the Filterra inlet opening.

#### 13.6.2 StormTech Isolator Row

Debris and sediment buildup within the StormTech Isolator Row shall be removed as needed utilizing a Jet-Vac system. Drain manhole number 3 has been installed at the upstream end of the StormTech chambers to provide an inlet for cleaning out the system. The filter should be inspected at least once every six months to ensure that it is draining within 24 hours to 36 hours; however the inspection can be adjusted based upon observations of sediment deposition. When the average depth of sediment throughout the length of the Isolator Row exceeds 3 inches, clean-out must be performed. Sediment levels may be observed from either drain manhole number 2 or 3.

B.110



### 13.6.3 Storm Drain System and Pavement

All proposed drainage structures located on site, such as piping and catch basins, shall be inspected periodically to ensure that they are being well maintained and are adequately carrying stormwater flows throughout the site. Parking and paved areas will be inspected annually each spring. Visual inspections will enable site roads and parking areas to be kept clean and clear by performing periodic sweeping and winter plowing as required. The inspections will also ensure pavement markings are repainted as needed to maintain proper traffic circulation and parking space delineation. Paved areas will be plowed and sanded as often as necessary to maintain safety. Periodic sweeping of pavement will keep the parking areas clean and will reduce the amount of sediment available to enter the storm drain system, in turn reducing the need to clean the systems.

### 13.7 CONCLUSION

The proposed development has been designed to comply with Chapter 5 of the City of Portland's Technical Manual. The project will meet the Basic, General, and Flooding Standards for stormwater. Erosion and sedimentation control measures will be used during construction in conformance with the Maine DEP Erosion Control BMPs. Stormwater from new impervious area will be treated using a Filterra tree box filter and a StormTech Isolator Row prior to discharging into the public infrastructure. The StormTech chambers will also provide adequate flow attenuation to ensure that the proposed development will not cause an increase in flow to the existing City of Portland combined sewer.

CAD Calcs  
available at PB hearing

**From:** Jean Fraser  
**To:** Cameron, Denise  
**CC:** Barhydt, Barbara; DiPierro, Philip; Hyman, Bruce; Lewis, David; Margolis-Pineo, David; Vining, Gregory; Zazzara, Rhonda; regan@greatfallsinc.com  
**Date:** 4/22/2013 3:43 PM  
**Subject:** RE: Detectable Warning Plates Adams School Redevelopment  
**Attachments:** 2013.04.19 Rev 2 Adams Detectable Warning Plate\_1.pdf

Denise

For the record I confirm that the attached sketch of revisions to the 4 referenced locations for "Radial Curb Detectable Warning Plates" and the 2 referenced locations for "Straight Curb Detectable Warning Plates" are approved as di minimus amendments to the approved site plans.

Stamped copies will be distributed internally to document the revisions.

Please advise the DPS Inspection staff of the installation schedule so they can be on site at that time, as per Bruce Hyman's request of 4.22.2013.

thank you  
Jean

>>> Denise Cameron <dcameron@woodardcurran.com> 4/19/2013 4:18 PM >>>

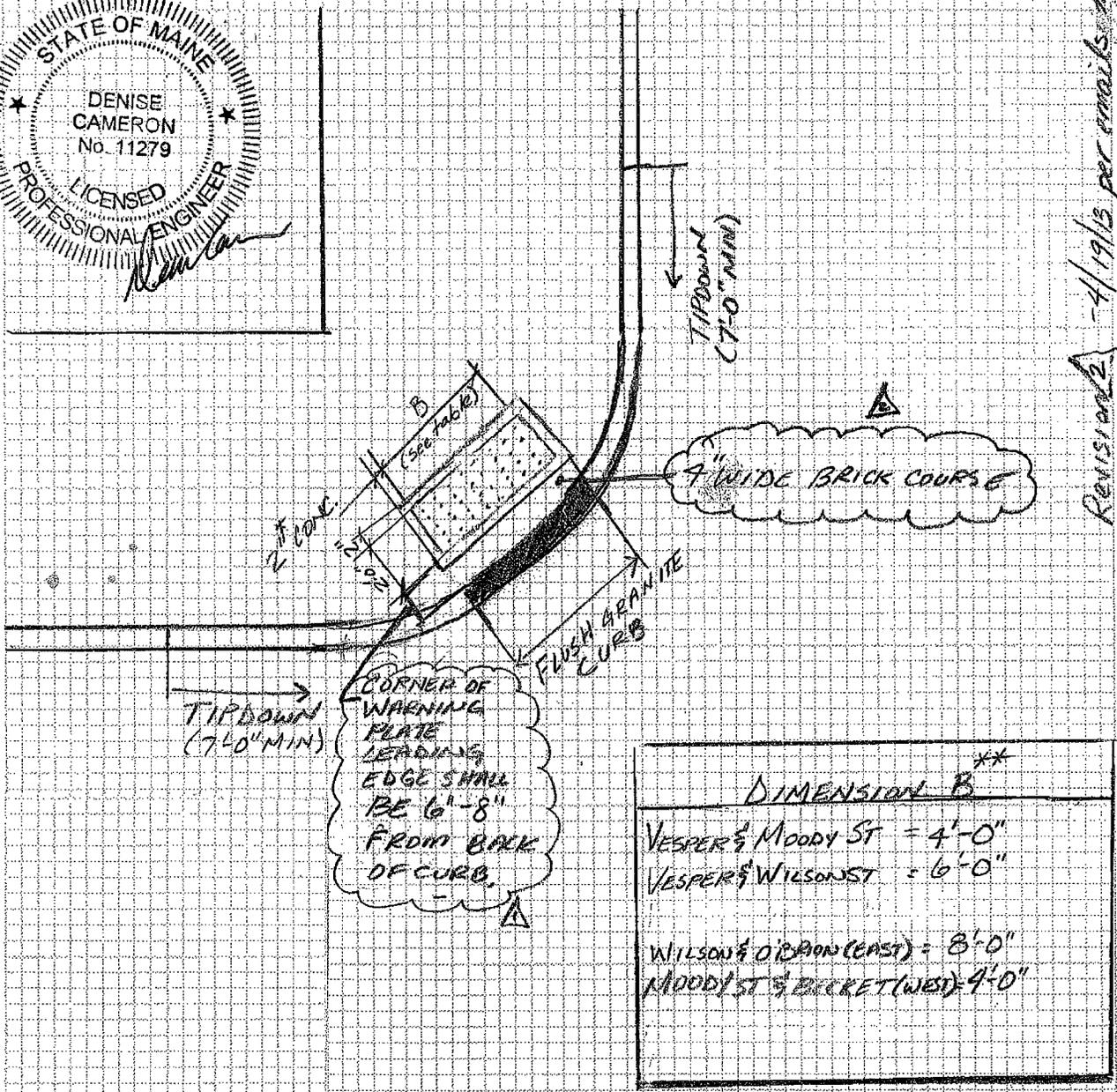
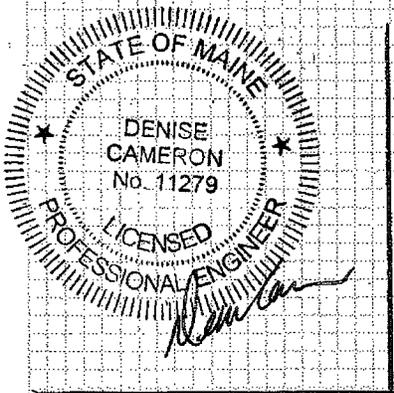
Hi All,  
I had an opportunity to talk to Bruce this afternoon regarding the detectable warning plate sketches for the Adams Redevelopment Project. He suggested that I include a second sketch that shows the layout for a straight curb as well as radial. I have updated the sketches, and attached them to this email for your consideration.  
Thank you,  
Denise



41 HUTCHINS DRIVE  
 PORTLAND, MAINE 04102  
 TEL. (207) 774-2112  
 FAX (207) 774-6635

CLIENT AVESTA / PDT ARCHITECTS  
 PROJECT ADAMS SCHOOL REDEVELOPMENT  
 DESIGNED BY DCC DATE 4/19/13  
 CHECKED BY DEL DATE 4/19/13  
 PROJECT NO. 219804 SHEET NO. 1 OF 2

RADIAL CURB DETECTABLE WARNING PLATE SKETCH



Revision 2 - 4/19/13 per emails from City

| DIMENSION B              |         |
|--------------------------|---------|
| VESPER & MOODY ST        | = 4'-0" |
| VESPER & WILSON ST       | = 6'-0" |
| WILSON & O'BRIEN (EAST)  | = 8'-0" |
| MOODY ST & BECKET (WEST) | = 4'-0" |

\* Note: 2" CONCRETE DIMENSIONS PER DISCUSSIONS w/ CITY OF PORTLAND 4/18/2013

\*\* Note: WIDTH OF DIMENSION B PER DISCUSSIONS w/ CITY OF PORTLAND 4/18/2013

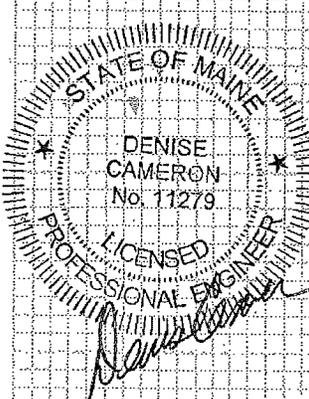
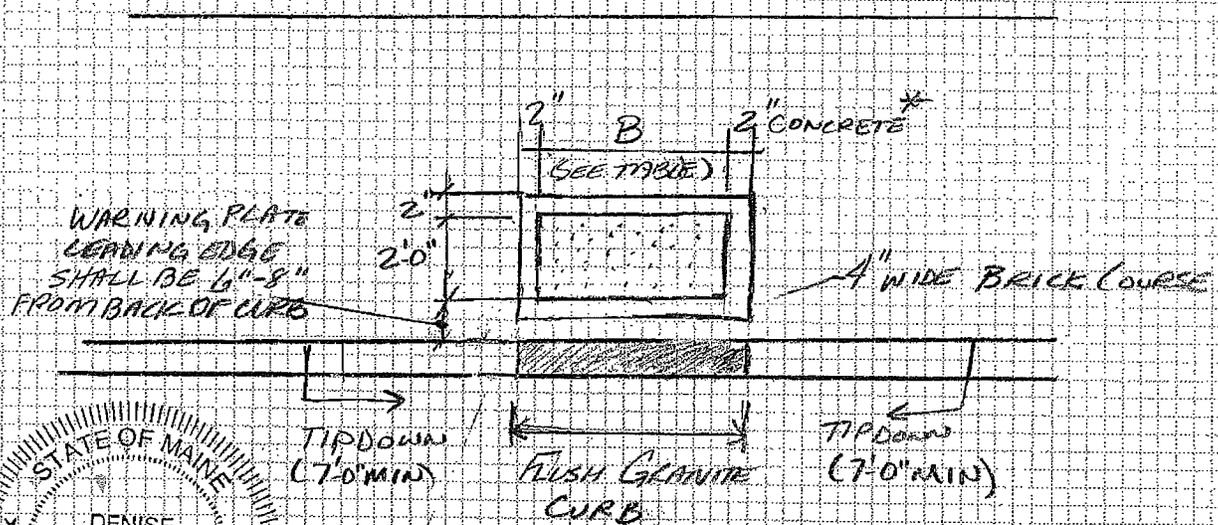
SK-5A  
 NOT TO SCALE



41 HUTCHINS DRIVE  
 PORTLAND, MAINE 04102  
 TEL. (207) 774-2112  
 FAX (207) 774-6635

CLIENT AVESTA/PDT ARCHITECTS  
 PROJECT ADAMS SCHOOL REDEVELOPMENT  
 DESIGNED BY DLC DATE 4-19-03  
 CHECKED BY DL DATE 4-19-03  
 PROJECT NO. 219804 SHEET NO. 2 OF 2

STRAIGHT CURB DETECTABLE WARNING PLATE SKETCH



| Dimension B**           |         |
|-------------------------|---------|
| Wilson & O'Brien (WEST) | = 6'-0" |
| Moody & Becket (EAST)   | = 6'-0" |

\* NOTE: 2" CONC DIMENSION PER DISCUSSION w/ CITY OF PORTLAND 4/18/2013

\*\* NOTE: WIDTH OF DIMENSION B PER DISCUSSION w/ CITY OF PORTLAND 4/18/2013

SK SB  
 NOT TO SCALE

## Philip DiPierro - Re: Curb Ramp-Detectable Warning Panel Detail

---

**From:** Bruce Hyman  
**To:** Philip DiPierro  
**Date:** 4/2/2013 8:44 AM  
**Subject:** Re: Curb Ramp-Detectable Warning Panel Detail

---

Richard Egan from Great Falls Constr. is going to submit a sketch for what he proposes. He constructed the ramps (not how I would have wished) without contacting me as stated in the Conditions of Approval and now he's got ~20 panels (2'x2') he wants to install that will be less than optimal.

I have not approved anything yet. I will certainly pass along his sketch when it comes along with my comments prior to getting back to him and approving anything.

We are going to approve a slight mod to our specs (that will be the new ADA spec later this year) allowing a 2" concrete border around the yellow DWPanels. New ADA (draft now) will have a max of 2" for the concrete border.

Call me if any questions/concerns.

Thanks, Phil!

Bruce

>>> Philip DiPierro 4/2/2013 8:39 AM >>>  
Hi Bruce,

I stopped by this site yesterday for a routine inspection and the project manager said you changed the orientation of the detectable warning panels at several locations throughout the project. If this is the case, could you please send me a marked up site plan of what you suggested.

Thanks.

Phil

Philip DiPierro  
Development Review Coordinator  
City of Portland Planning Division  
389 Congress Street  
Portland, Maine 04101

Phone 207 874-8632  
Fax 207 756-8258

>>> Bruce Hyman 4/1/2013 11:11 AM >>>  
Good morning, Richard,

Thank you very much for the opportunity to coordinate with you the installation of the detectable warning panels (DWP) at the curb ramps associated with the Avesta Project.

Attached is the latest DWP detail, updated in July 2011.

For the curb ramp at the corner of O'Brion and Wilson Street, a good example for a large panel area may be at

the corner of Washington Avenue at Mountfort Street at the Eastern Cemetery. It covers the entirety of the flush portion of the ramp.

Again, thank you for your willingness to adapt to field conditions to best meet ADA compliance.

My contact information is below.

Best regards,

Bruce

**Bruce Hyman**

Bicycle & Pedestrian Program Coordinator

City of Portland, Maine

Dept. of Public Services

[bhyman@portlandmaine.gov](mailto:bhyman@portlandmaine.gov)

207-874-8833

**Planning and Development Department  
SUBDIVISION/SITE DEVELOPMENT**

**COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE**

Date: January 13, 2012  
Updated July 10, 2012

Name of Project: Adams School Redevelopment  
Address/Location: 48 Moody Street, Portland, Maine 04101  
Developer: Avesta Housing Development Corporation  
Form of Performance Guarantee: \_\_\_\_\_

01/03/13

Type of Development: Subdivision X Site Plan (Major/Minor) Level III

**TO BE FILLED OUT BY THE APPLICANT:**

| Item                       | PUBLIC                                      |                     |                                 | PRIVATE                                     |                     |            |
|----------------------------|---|---------------------|---------------------------------|---|---------------------|------------|
|                            | Quantity                                    | Unit Cost           | Subtotal                        | Quantity                                    | Unit Cost           | Subtotal   |
| <b>1. STREET/SIDEWALK</b>  |   |                     |                                 |   |                     |            |
| Road/Parking Areas         | 120 Tons                                    | \$80/Ton            | \$9,600                         | 236 Tons                                    | \$80/Ton            | \$18,880   |
| Curbing                    | ✓ 1,160 LF                                  | \$30/LF <i>Done</i> | <del>\$34,800</del>             | 266 LF                                      | \$30/LF             | \$7,980    |
| Sidewalks - Brick          | ✓ 113 SY                                    | \$67/SY <i>Done</i> | <del>\$7,770</del>              |   |                     |            |
| Sidewalks - Bit            |   |                     |                                 | 430 SY                                      | \$36/SY             | \$15,480   |
| Esplanades                 | <i>Included in Earth Work</i>               |                     |                                 | 0   |                     |            |
| Monuments                  | N/A   |                     |                                 | N/A   |                     |            |
| Street Lighting            | 3 EA  | \$2,500/EA          | \$7,500                         | 0   |                     |            |
| Street Opening Repairs     | N/A   |                     |                                 | N/A   |                     |            |
| Other: Retaining Wall      | 0   |                     |                                 | 1 LS  | \$5,000             | \$5,000    |
| <b>2. EARTH WORK</b>       |   |                     |                                 |   |                     |            |
| Cut                        | ✓ 1,022 CY                                  | \$15/CY <i>Done</i> | \$15,330                        |   |                     |            |
| Fill                       | 423 CY                                      | \$20/CY             | \$8,460                         |   |                     |            |
| <b>3. SANITARY SEWER</b>   |   |                     |                                 |   |                     |            |
| Manholes                   | 0   |                     |                                 | 1 EA  | \$3,000/EA          | \$3,000 ✓  |
| Piping                     | <i>Included in Main Line/Service Piping</i> |                     |                                 | <i>Included in Main Line/Service Piping</i> |                     |            |
| Connections                | <i>Included in Service Piping</i>           |                     |                                 | <i>Included in Service Piping</i>           |                     |            |
| Main Line Piping           | 0   |                     |                                 | 103 LF                                      | \$75/LF             | \$7,725 ✓  |
| House Sewer Service Piping | 0   |                     |                                 | 140 LF                                      | \$50/LF             | \$7,000 ✓  |
| Pump Stations              | N/A   |                     |                                 | N/A   |                     |            |
| Other                      | N/A   |                     |                                 | N/A   |                     |            |
| <b>4. WATER MAINS</b>      | 0   |                     |                                 | 270 LF                                      | \$75/LF             | \$20,250 ✓ |
| <b>5. STORM DRAINAGE</b>   |   |                     |                                 |   |                     |            |
| Manholes                   | ✓ 2 EA                                      | \$3,000/EA          | <del>\$6,000</del> <i>Done</i>  | 4 EA <i>Done</i>                            | \$3,000/EA          | \$12,000 ✓ |
| Catchbasins                | 2 EA  | \$2,500/EA          | \$5,000                         | 1 EA <i>Done</i>                            | \$2,500/EA          | \$2,500 ✓  |
| Piping                     | 1,175 LF                                    | \$50/LF             | <del>\$58,750</del> <i>Done</i> | 1,089 LF                                    | \$50/LF <i>Done</i> | \$54,450 ✓ |
| Detention Basin            | N/A   |                     | <del>28,750</del>               | N/A   |                     |            |
| Stormwater Quality Units   | 0   |                     |                                 | 1 LS <i>Done</i>                            | \$35,000/LS         | \$35,000 ✓ |
| Other - Area Drains        | 10  | \$1,500/EA          | \$15,000                        |   |                     |            |

release  
Hold

103,900  
104,310

release  
Hold

141,925  
47,340

1/24/13 release 1245,825

# DEVELOPMENT REVIEW COORDINATOR POST APPROVAL PROJECT CHECKLIST

Date: 7/13/14

Project Name: Avesta - Adam's School 003 # 001201

Project Address: 48 Moody Street 34 Moody

Site Plan ID Number: #10-99700009 CBL #  
003 # 001001

Planning Board/Authority Approval Date: 8/9/11

Site Plan Approval Date: 8/9/11

Performance Guarantee Accepted: 7/11/12 LOC # <sup>255</sup> 244 Budget Savings  
\$ 450,615.00

Inspection Fee Paid: 7/11/12 \$ 9,012.30

Infrastructure Contributions Paid: NIA

Amount of Disturbed Area in SF or Acres: 32,850 TI-

MCGP/Chapter 500 Stormwater PBR: City Approval  
7/16/12

Plans/CADD Drawings Submitted: ?

Pre-Construction Meeting: 7/13/12

Conditions of Approval Met: 6/27/13

As-Builts Submitted: 10/9/13 Sent to Bill Clark  
on 1/6/14

Public Services Sign Off: 6/22/13

Certificate of Occupancy Memo Processed: 8/1/13 Temp CO issued 6/27/13 Expires 7/31/13  
(Temporary or Permanent) Reduce on 1/24/13 by \$245,825 - remaining \$204,790

Performance Guarantee to Defect Guarantee: 7/11/13

Defect Guarantee Released: 7/14/14

PG for Demo work Accepted  
" " " " released

7/25/11 LOC # 241 \$7,950.00  
7/16/12 - see replacement  
LOC # 244 255

**Planning and Development Department  
SUBDIVISION/SITE DEVELOPMENT**

**COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE**

Date: January 13, 2012  
Updated July 3, 2012

Name of Project: Adams School Redevelopment

Address/Location: 48 Moody Street, Portland, Maine 04101

Developer: Avesta Housing Development Corporation

Form of Performance Guarantee: \_\_\_\_\_

Type of Development: Subdivision X Site Plan (Major/Minor) Level III

**TO BE FILLED OUT BY THE APPLICANT:**

| <u>Item</u>                | <u>PUBLIC</u>                               |                  |                 | <u>PRIVATE</u>                              |                  |                     |
|----------------------------|---|------------------|-----------------|---|------------------|---------------------|
|                            | <u>Quantity</u>                             | <u>Unit Cost</u> | <u>Subtotal</u> | <u>Quantity</u>                             | <u>Unit Cost</u> | <u>Subtotal</u>     |
| <b>1. STREET/SIDEWALK</b>  |   |                  |                 |   |                  |                     |
| Road/Parking Areas         | 120 Tons                                    | \$80/Ton         | \$9,600         | 236 Tons                                    | \$80/Ton         | \$18,880            |
| Curbing                    | 1,160 LF                                    | \$30/LF          | \$34,800        | 266 LF                                      | \$30/LF          | \$7,980             |
| Sidewalks - Brick          | 713 SY                                      | \$67/SY          | \$47,770        |   |                  |                     |
| Sidewalks - Bit            |   |                  |                 | 430 SY                                      | \$36/SY          | \$15,480            |
| Esplanades                 | <i>Included in Earth Work</i>               |                  |                 | 0   |                  |                     |
| Monuments                  | N/A   |                  |                 | N/A   |                  |                     |
| Street Lighting            | 3 EA  | \$2,500/EA       | \$7,500         | 0   |                  |                     |
| Street Opening Repairs     | N/A   |                  |                 | N/A   |                  |                     |
| Other: Retaining Wall      | 0   |                  |                 | 1 LS  | \$5,000          | \$5,000             |
| <b>2. EARTH WORK</b>       |   |                  |                 |   |                  |                     |
| Cut                        | 1,022 CY                                    | \$15/CY          | \$15,330        | 975 CY                                      | \$15/CY          | <del>\$14,625</del> |
| Fill                       | 423 CY                                      | \$20/CY          | \$8,460         | 4,500 CY                                    | \$20/CY          | <del>\$90,000</del> |
| <b>3. SANITARY SEWER</b>   |   |                  |                 |   |                  |                     |
| Manholes                   | 0   |                  |                 | 1 EA  | \$3,000/EA       | \$3,000             |
| Piping                     | <i>Included in Main Line/Service Piping</i> |                  |                 | <i>Included in Main Line/Service Piping</i> |                  |                     |
| Connections                | <i>Included in Service Piping</i>           |                  |                 | <i>Included in Service Piping</i>           |                  |                     |
| Main Line Piping           | 0   |                  |                 | 103 LF                                      | \$75/LF          | \$7,725             |
| House Sewer Service Piping | 0   |                  |                 | 140 LF                                      | \$50/LF          | \$7,000             |
| Pump Stations              | N/A   |                  |                 | N/A   |                  |                     |
| Other                      | N/A   |                  |                 | N/A   |                  |                     |
| <b>4. WATER MAINS</b>      | 0   |                  |                 | 270 LF                                      | \$75/LF          | \$20,250            |
| <b>5. STORM DRAINAGE</b>   |   |                  |                 |   |                  |                     |
| Manholes                   | 2 EA  | \$3,000/EA       | \$6,000         | 4 EA  | \$3,000/EA       | \$12,000            |
| Catchbasins                | 2 EA  | \$2,500/EA       | \$5,000         | 1 EA  | \$2,500/EA       | \$2,500             |
| Piping                     | 1,175 LF                                    | \$50/LF          | \$58,750        | 1,089 LF                                    | \$50/LF          | \$54,450            |
| Detention Basin            | N/A   |                  |                 | N/A   |                  |                     |
| Stormwater Quality Units   | 0   |                  |                 | 1 LS  | \$35,000/LS      | \$35,000            |
| Other - Area Drains        | 10  | \$1,500/EA       | \$15,000        |   |                  |                     |

268,210

~~293,890~~  
189,265

|                              |        |         |       |     |
|------------------------------|--------|---------|-------|-----|
| 6. SITE LIGHTING             | N/A    |         |       | N/A |
| 7. EROSION CONTROL           |        |         |       |     |
| Silt Fence                   | 250 LF | \$3/LF  | \$750 | 0   |
| Check Dams                   | N/A    |         |       | N/A |
| Pipe Inlet/Outlet Protection | N/A    |         |       | N/A |
| Level Lip Spreader           | N/A    |         |       | N/A |
| Slope Stabilization          | N/A    |         |       | N/A |
| Geotextile                   | N/A    |         |       | N/A |
| Hay Bale Barriers            | N/A    |         |       | N/A |
| Catch Basin Inlet Protection | 1 EA   | \$60/EA | \$60  | 0   |

8. RECREATION AND OPEN SPACE AMENITIES

9. LANDSCAPING:

|                    |        |          |         |        |          |         |
|--------------------|--------|----------|---------|--------|----------|---------|
| Loam & Seed        | 365 SY | \$8/SY   | \$2,920 | 735 SY | \$8/SY   | \$5,880 |
| Shade Trees        | 14 EA  | \$450/EA | \$6,300 | 8 EA   | \$450/EA | \$3,600 |
| SM Flowering Trees | 24 EA  | \$400/EA | \$9,600 | 12 EA  | \$400/EA | \$4,800 |
| Shrubs             | 41 EA  | \$65/EA  | \$2,665 | 52 EA  | \$65/EA  | \$3,380 |
| Planting Mix       | 64 CY  | \$15/CY  | \$960   | 65 CY  | \$15/CY  | \$975   |
| Mulch              | 14 CY  | \$50/CY  | \$700   | 15 CY  | \$50/CY  | \$750   |

10. MISCELLANEOUS

|             |       |          |         |   |
|-------------|-------|----------|---------|---|
| Tree Grates | 14 EA | \$700/EA | \$9,800 | 0 |
|-------------|-------|----------|---------|---|

TOTAL:

~~33,755~~  
\$241,965

~~19,385~~  
~~\$313,275~~  
\$208,650

GRAND TOTAL:

total \$450,615  
\$555,240  
OK 7/3/12  
Revised 7/12/12

~~\$555,240~~  
\$450,615

INSPECTION FEE (to be filled out by the City)

|                            | <u>PUBLIC</u>    | <u>PRIVATE</u>        | <u>TOTAL</u>           |
|----------------------------|------------------|-----------------------|------------------------|
| A: 2.0% of totals:         | \$4839.30        | <del>\$6,265.50</del> | <del>\$11,104.80</del> |
| or                         |                  | \$4,173.00            | \$9,012.30             |
| B: Alternative Assessment: | _____            | _____                 | _____                  |
| Assessed by:               | <u>David New</u> | _____                 | 7/3/12                 |
|                            | (name)           | (name)                |                        |

**Planning and Development Department  
SUBDIVISION/SITE DEVELOPMENT**

**COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE**

Date: January 13, 2012  
Updated July 3, 2012

Name of Project: Adams School Redevelopment

Address/Location: 48 Moody Street, Portland, Maine 04101

Developer: Avesta Housing Development Corporation

Form of Performance Guarantee: \_\_\_\_\_

Type of Development: Subdivision  Site Plan (Major/Minor)  Level III

**TO BE FILLED OUT BY THE APPLICANT:**

| Item                       | PUBLIC                                      |            |          | PRIVATE                                     |             |          |
|----------------------------|---|------------|----------|---|-------------|----------|
|                            | Quantity                                    | Unit Cost  | Subtotal | Quantity                                    | Unit Cost   | Subtotal |
| <b>1. STREET/SIDEWALK</b>  |   |            |          |   |             |          |
| Road/Parking Areas         | 120 Tons                                    | \$80/Ton   | \$9,600  | 236 Tons                                    | \$80/Ton    | \$18,880 |
| Curbing                    | 1,160 LF                                    | \$30/LF    | \$34,800 | 266 LF                                      | \$30/LF     | \$7,980  |
| Sidewalks - Brick          | 713 SY                                      | \$67/SY    | \$47,770 |   |             |          |
| Sidewalks - Bit            |   |            |          | 430 SY                                      | \$36/SY     | \$15,480 |
| Esplanades                 | <i>Included in Earth Work</i>               |            |          | 0   |             |          |
| Monuments                  | N/A   |            |          | N/A   |             |          |
| Street Lighting            | 3 EA  | \$2,500/EA | \$7,500  | 0   |             |          |
| Street Opening Repairs     | N/A   |            |          | N/A   |             |          |
| Other: Retaining Wall      | 0   |            |          | 1 LS  | \$5,000     | \$5,000  |
| <b>2. EARTH WORK</b>       |   |            |          |   |             |          |
| Cut                        | 1,022 CY                                    | \$15/CY    | \$15,330 | 975 CY                                      | \$15/CY     | \$14,625 |
| Fill                       | 423 CY                                      | \$20/CY    | \$8,460  | 4,500 CY                                    | \$20/CY     | \$90,000 |
| <b>3. SANITARY SEWER</b>   |   |            |          |   |             |          |
| Manholes                   | 0   |            |          | 1 EA  | \$3,000/EA  | \$3,000  |
| Piping                     | <i>Included in Main Line/Service Piping</i> |            |          | <i>Included in Main Line/Service Piping</i> |             |          |
| Connections                | <i>Included in Service Piping</i>           |            |          | <i>Included in Service Piping</i>           |             |          |
| Main Line Piping           | 0   |            |          | 103 LF                                      | \$75/LF     | \$7,725  |
| House Sewer Service Piping | 0   |            |          | 140 LF                                      | \$50/LF     | \$7,000  |
| Pump Stations              | N/A   |            |          | N/A   |             |          |
| Other                      | N/A   |            |          | N/A   |             |          |
| <b>4. WATER MAINS</b>      | 0   |            |          | 270 LF                                      | \$75/LF     | \$20,250 |
| <b>5. STORM DRAINAGE</b>   |   |            |          |   |             |          |
| Manholes                   | 2 EA  | \$3,000/EA | \$6,000  | 4 EA  | \$3,000/EA  | \$12,000 |
| Catchbasins                | 2 EA  | \$2,500/EA | \$5,000  | 1 EA  | \$2,500/EA  | \$2,500  |
| Piping                     | 1,175 LF                                    | \$50/LF    | \$58,750 | 1,089 LF                                    | \$50/LF     | \$54,450 |
| Detention Basin            | N/A   |            |          | N/A   |             |          |
| Stormwater Quality Units   | 0   |            |          | 1 LS  | \$35,000/LS | \$35,000 |
| Other - Area Drains        | 10  | \$1,500/EA | \$15,000 |   |             |          |

268,210

293,890

6. SITE LIGHTING N/A N/A

7. EROSION CONTROL

|                              |        |         |       |     |
|------------------------------|--------|---------|-------|-----|
| Silt Fence                   | 250 LF | \$3/LF  | \$750 | 0   |
| Check Dams                   | N/A    |         |       | N/A |
| Pipe Inlet/Outlet Protection | N/A    |         |       | N/A |
| Level Lip Spreader           | N/A    |         |       | N/A |
| Slope Stabilization          | N/A    |         |       | N/A |
| Geotextile                   | N/A    |         |       | N/A |
| Hay Bale Barriers            | N/A    |         |       | N/A |
| Catch Basin Inlet Protection | 1 EA   | \$60/EA | \$60  | 0   |

8. RECREATION AND OPEN SPACE AMENITIES

9. LANDSCAPING:

|                    |        |          |         |        |          |         |
|--------------------|--------|----------|---------|--------|----------|---------|
| Loam & Seed        | 365 SY | \$8/SY   | \$2,920 | 735 SY | \$8/SY   | \$5,880 |
| Shade Trees        | 14 EA  | \$450/EA | \$6,300 | 8 EA   | \$450/EA | \$3,600 |
| SM Flowering Trees | 24 EA  | \$400/EA | \$9,600 | 12 EA  | \$400/EA | \$4,800 |
| Shrubs             | 41 EA  | \$65/EA  | \$2,665 | 52 EA  | \$65/EA  | \$3,380 |
| Planting Mix       | 64 CY  | \$15/CY  | \$960   | 65 CY  | \$15/CY  | \$975   |
| Mulch              | 14 CY  | \$50/CY  | \$700   | 15 CY  | \$50/CY  | \$750   |

10. MISCELLANEOUS

Tree Grates 14 EA \$700/EA ~~\$9,800~~ 0

33,755  
\$241,965

19,385  
\$313,275

TOTAL:

GRAND TOTAL:

\$555,240

total  
\$555,240  
ok 7/3/12

INSPECTION FEE (to be filled out by the City)

|                            | <u>PUBLIC</u>                      | <u>PRIVATE</u>     | <u>TOTAL</u>        |
|----------------------------|------------------------------------|--------------------|---------------------|
| A: 2.0% of totals:         | <u>\$ 4,839.30</u>                 | <u>\$ 6,265.50</u> | <u>\$ 11,104.80</u> |
| or                         |                                    |                    |                     |
| B: Alternative Assessment: | _____                              | _____              | _____               |
| Assessed by:               | <u><i>David N...</i></u><br>(name) | _____              | <u>7/3/12</u>       |



**Planning and Development Department  
SUBDIVISION/SITE DEVELOPMENT**

**COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE**

Date: June 26, 2012

Name of Project: Adams School Redevelopment

Address/Location: 48 Moody Street, Portland, Maine 04101

Developer: Avesta Housing Development Corporation

Form of Performance Guarantee: \_\_\_\_\_

Type of Development: Subdivision X Site Plan (Major/Minor) Level III

**TO BE FILLED OUT BY THE APPLICANT:**

| Item                                | PUBLIC                                      |   |          | PRIVATE                                     |   |                       |
|-------------------------------------|---|---|----------|---|---|-----------------------|
|                                     | Quantity                                    | Unit Cost                                 | Subtotal | Quantity                                    | Unit Cost                                 | Subtotal              |
| <b>1. STREET/SIDEWALK</b>           |   |   |          |   |   |                       |
| Road/Parking Areas                  | 120 Tons                                    | \$80/Ton                                  | \$9,600  | 236 Tons                                    | \$80/Ton                                  | \$18,880              |
| Curbing                             | 1,160 LF                                    | \$25/LF <sup>45</sup>                     | \$29,000 | 266 LF                                      | \$25/LF                                   | \$6,650               |
| Sidewalks                           | 713 SY                                      | <del>\$45/SY</del> <sup>120</sup>         | \$32,085 | 430 SY                                      | \$45/SY                                   | \$19,350              |
| Esplanades                          | <i>Included in Earth Work</i>               |   |          | 0   |   |                       |
| Monuments                           | N/A   |   |          | N/A   |   |                       |
| Street Lighting <sup>?</sup>        | 3 EA  | \$2,500/EA                                | \$7,500  | 0   |   |                       |
| Street Opening Repairs <sup>?</sup> | N/A   |   |          | N/A   |   |                       |
| Other: Retaining Wall               | 0   |   |          | 1 LS  | \$5,000                                   | \$5,000               |
| <b>2. EARTH WORK</b>                |   |   |          |   |   |                       |
| Cut                                 | 1,022 CY                                    | \$15/CY                                   | \$15,330 | 975 CY                                      | \$15/CY                                   | \$14,625              |
| Fill                                | 423 CY                                      | \$20/CY                                   | \$8,460  | 670 CY                                      | \$20/CY                                   | \$120,080             |
| <b>3. SANITARY SEWER</b>            |   |   |          |   |   |                       |
| Manholes                            | 0   |   |          | 1 EA  | \$2,500/EA                                | \$2,500 <sup>?</sup>  |
| Piping                              | <i>Included in Main Line/Service Piping</i> |   |          | <i>Included in Main Line/Service Piping</i> |   |                       |
| Connections                         | <i>Included in Service Piping</i>           |   |          | <i>Included in Service Piping</i>           |   |                       |
| Main Line Piping                    | 0   |   |          | 103 LF                                      | \$75/LF                                   | \$7,725               |
| House Sewer Service Piping          | 0   |   |          | 140 LF                                      | \$50/LF                                   | \$7,000               |
| Pump Stations                       | N/A   |   |          | N/A   |   |                       |
| Other                               | N/A   |   |          | N/A   |   |                       |
| <b>4. WATER MAINS</b>               | 0   |   |          | 270 LF                                      | \$75/LF                                   | \$20,250              |
| <b>5. STORM DRAINAGE</b>            |   |   |          |   |   |                       |
| Manholes                            | <sup>2</sup><br><del>1</del> EA             | <sup>3000</sup><br><del>\$2,500</del> /EA | \$2,500  | <sup>4</sup><br><del>2</del> EA             | <sup>3000</sup><br><del>\$2,500</del> /EA | \$5,000               |
| Catchbasins                         | 3 EA  | \$2,500/EA                                | \$7,500  | <sup>0</sup><br><del>1</del>                | <sup>25000</sup><br><del></del>           |                       |
| Piping                              | 1,175 LF                                    | \$50/LF                                   | \$58,750 | 1,089 LF                                    | \$50/LF                                   | \$54,450              |
| Detention Basin                     | N/A   |   |          | N/A   |   |                       |
| Stormwater Quality Units            | 0   |   |          | 1 LS  | \$20,000/LS                               | \$20,000 <sup>?</sup> |
| Other                               | N/A   |   |          | N/A   |   |                       |

*CRS's: Area drains in park?*

|     |  |        |          |                     |        |        |                  |
|-----|--|--------|----------|---------------------|--------|--------|------------------|
| 6.  | SITE LIGHTING                          | N/A    |          |                     | N/A    |        |                  |
| 7.  | EROSION CONTROL                        |        |          |                     |        |        |                  |
|     | Silt Fence                             | 250 LF | \$3/LF   | \$750               | 0      |        |                  |
|     | Check Dams                             | N/A    |          |                     | N/A    |        |                  |
|     | Pipe Inlet/Outlet Protection           | N/A    |          |                     | N/A    |        |                  |
|     | Level Lip Spreader                     | N/A    |          |                     | N/A    |        |                  |
|     | Slope Stabilization                    | N/A    |          |                     | N/A    |        |                  |
|     | Geotextile                             | N/A    |          |                     | N/A    |        |                  |
|     | Hay Bale Barriers                      | N/A    |          |                     | N/A    |        |                  |
|     | Catch Basin Inlet Protection           | 1 EA   | \$60/EA  | \$60                | 0      |        |                  |
| 8.  | RECREATION AND<br>OPEN SPACE AMENITIES |        |          |                     |        |        |                  |
|     | Bike Racks                             | 4 EA   | \$400/EA | <del>\$1,600</del>  | 0      |        |                  |
|     | Playground Features                    | 1 LS   | \$19,950 | <del>\$19,950</del> |        |        |                  |
| 9.  | LANDSCAPING:                           |        |          |                     |        |        |                  |
|     | Loam & Seed                            | 365 SY | \$8/SY   | \$2,920             | 735 SY | \$8/SY | \$5,880          |
|     | Shade Trees                            | 14 EA  | \$450/EA | \$6,300             | 0      |        |                  |
|     | SM Flowering Trees                     | 24 EA  | \$400/EA | \$9,600             | 0      |        |                  |
|     | Shrubs                                 | 65 EA  | \$65/EA  | \$4,225             | 0      |        |                  |
|     | Planting Mix                           | 64 CY  | \$15/CY  | \$960               | 0      |        |                  |
|     | Mulch                                  | 14 CY  | \$50/CY  | \$700               | 0      |        |                  |
| 10. | MISCELLANEOUS                          |        |          |                     |        |        |                  |
|     | Tree Grates                            | 14 EA  | \$700/EA | \$9,800             | 0      |        |                  |
|     | TOTAL:                                 |        |          | <b>\$227,590</b>    |        |        | <b>\$307,390</b> |
|     | GRAND TOTAL:                           |        |          |                     |        |        | <b>\$534,980</b> |

**INSPECTION FEE (to be filled out by the City)**

|                            | <u>PUBLIC</u> | <u>PRIVATE</u> | <u>TOTAL</u> |
|----------------------------|---------------|----------------|--------------|
| A: 2.0% of totals:         | _____         | _____          | _____        |
| <u>or</u>                  |               |                |              |
| B: Alternative Assessment: | _____         | _____          | _____        |
| Assessed by:               | _____         | _____          | _____        |
|                            | (name)        | (name)         |              |



# PORTLAND, MAINE

*Strengthening a Remarkable City, Building a Community for Life*  
[www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning and Urban Development**  
Jeffrey Levine, Director

**Planning Division**  
Alexander Jaegerman, Director

**TO:** Ellen Sanborn, Finance Department  
**FROM:** Alexander Jaegerman, Planning Division Director  
**DATE:** July 12, 2012  
**SUBJECT:** Request for Release of Performance Guarantee  
48 Moody Street, Adam's School – Avesta Housing  
(ID# 10-99700009      Lead CBL #003 H 001001)

Please release the Performance Guarantee, Letter of Credit Account #241 for the Adam's School post demolition site stabilization project at 48 Moody Street.

Remaining Balance      \$7,950.00

This Letter of Credit is being replaced with a new letter of credit with the same number (#241) in the amount of **\$450,615.00** that represents the estimated cost of installing site improvements as depicted on the subdivision and site plan, approved on August 9, 2011.

**Approved:**

Alexander Jaegerman  
Planning Division Director

**cc:** Barbara Barhydt, Development Review Services Manager  
Philip DiPierro, Development Review Coordinator  
File: 1 Solution

# CITY OF PORTLAND, MAINE

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## PLANNING BOARD

Joe Lewis, Chair  
Carol Morrissette, Vice Chair  
Lee Lowry, III  
Stuart G. O'Brien  
Michael J. Patterson  
David Silk  
Bill Hall

August 23<sup>rd</sup>, 2011

Avesta Housing Development Corporation  
307 Cumberland Avenue  
Portland, Maine 04101  
Attn. Ethan Boxer-Macomber & Seth Parker

Woodard & Curran  
41 Hutchins Drive  
Portland, ME 04102  
Attn. Denise Cameron

**Project Name:** Adams School Redevelopment  
16 residential units and public park/playground  
**Project ID:** 10-99700009  
**Project Address:** 48 Moody Street  
CBL: 003-H-001-001

Dear Applicant:

On August 9<sup>th</sup>, 2011 the Portland Planning Board considered a Level III Final Site Plan and Subdivision application for a proposal to create a 16 unit residential condominium development on a .74 acre portion of the site of the former Marada Adams School, along with construction of a .35 acre public park/ playground area adjacent to the housing complex. The Planning Board reviewed the proposal for conformance with the standards of the Subdivision Ordinance and Site Plan Ordinance. The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) to approve the application with the following motions and conditions as presented below.

### WAIVERS

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # 10-99700009 relevant to Portland's Technical and Design Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) to waive Technical Standard, Section 2.1.1 to allow the stormwater from housing, park and playground areas to discharge into the combined sewers in nearby streets as shown in the approved plans.

### SUBDIVISION REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # # 10-99700009 relevant to the Site Plan and Subdivision reviews and other regulations, and the testimony presented at the Planning Board hearing:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) that the plan is in conformance with the subdivision standards of the Land Use Code, subject to the following condition(s) of approval:

- i. That the Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Corporation Counsel, Recreation Department and Department of Public Services, to show Parcel A divided into 2 lots (one the park/playground area) subject to agreement with the Zoning Administrator, and to include detailed references to ownerships, easements, park/playground, stormwater systems, Condominium Association documents and relevant conditions; and

- ii. That the Condominium Association documents, including the Stormwater Maintenance Agreement and Stormwater Inspection and Maintenance Plan, shall address the comments of the Associate Corporation Counsel in this report and be finalized to the satisfaction of the Corporation Counsel prior to the recording of the Subdivision Plat; and
- iii. That the applicant and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements. The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment & erosion control plan based on City standards and state guidelines. A maintenance agreement for the stormwater drainage system, as included in Attachment B.105-B.110 of this Report, shall be submitted and signed prior to the issuance of a Certificate of Occupancy with a copy to the Department of Public Services; and
- iv. That the applicant shall submit revised Landscape and Demolition Plans to incorporate the August 9, 2011 recommendations of the City Arborist regarding street trees and tree preservation, for review and approval by the Planning Authority prior to the issuance of a building permit.

#### **SITE PLAN REVIEW**

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in Planning Board Report # 17-11 for Adams School Redevelopment, 48 Moody Street Application # # 10-99700009 relevant to the Site Plan and Subdivision reviews and other regulations, and the testimony presented at the Planning Board hearing:

The Planning Board voted 4-0 (Lewis, O'Brien and Silk absent) that the plan is in conformance with the site plan standards of the Land Use Code [a subject to the following condition(s) of approval:

- i. That the site plans shall be revised to incorporate the recommendations of the Traffic Reviewer, Tom Errico, as outlined in his comments of August 4, 2011, for review and approval by the Planning Authority prior to the issuance of a building permit; and
- ii. That the applicant shall submit revised plans that address the Department of Public Service comments dated August 4, 2011, for review and approval by the Planning Authority prior to the issuance of a building permit; and
- iii. That the applicant shall submit a Construction Management Plan for both the housing and park/playground parts of the proposal, to include specifics of proposed measures and a timetable for public access to the playground, street parking and sidewalks, for review and approval by the Planning Authority prior to the issuance of a building permit; and
- iv. That the applicant revise the first floor plans of the units adjacent to the internal passageways so that it is consistent with the submitted elevations in attachment E.24 (A200 dated 8.4.2011) and includes windows onto the passageway; and
- v. That any signage, including the proposed park signs, would need to meet the sign ordinance standards and separate sign permit applications are required for such signage.

The approval is based on the submitted plans and the findings related to site plan and subdivision review standards as contained in Planning Report # 17-11, which is attached.

Please note the following provisions and requirements for all site plan and subdivision approvals:

#### **Standard Conditions of Approval**

Please note the following standard conditions of approval and requirements for all approved site plans:

- 1. A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a building permit.

3.

2. The site shall be developed and maintained as depicted in the site plan and the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the planning authority pursuant to the terms of the Site Plan Ordinance of Portland's Land Use Code.
3. The above approvals do not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
4. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Dept. prior to the release of the subdivision plat for recording at the Registry of Deeds, and prior to the release of a building permit, street opening permit or certificate of occupancy for site plans.
5. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the expiration date.
6. The subdivision approval is valid for three (3) years.
7. Final sets of plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (\*.dwg), release AutoCAD 2005 or greater.
8. Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.
9. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
10. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
11. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

Philip DiPierro, Development Review Coordinator, must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at 874-8632.

Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If you have any questions, please contact Jean Fraser at 874 8728 or [jf@portlandmaine.gov](mailto:jf@portlandmaine.gov).

Sincerely,



Joe Lewis, Chair  
Portland Planning Board

**Attachments:**

1. 8.2.2011 Associate Corporation counsel comments
2. 8.9.2011 City Arborist comments
3. 8.4.2011 Traffic Engineering Reviewer comments
4. 8.4.2011 Department of Public Services comments
5. Planning Board Report #17-11
6. Performance Guarantee Packet

**Electronic Distribution:**

Penny St. Louis Littell, Director of Planning and Urban Development  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Jean Fraser, Planner  
Philip DiPierro, Development Review Coordinator  
Marge Schmuckal, Zoning Administrator  
Tammy Munson, Inspections Division Director  
Gayle Guertin, Inspections Division  
Lannie Dobson, Inspections Division  
Michael Bobinsky, Public Services Director  
Kathi Earley, Public Services

Bill Clark, Public Services  
David Margolis-Pineo, Deputy City Engineer  
Greg Vining, Public Services  
John Low, Public Services  
Jane Ward, Public Services  
Chris Pirone, Fire  
Jeff Tarling, City Arborist  
Tom Errico, TY Lin  
David Senus, Woodard & Curran  
Assessor's Office  
Approval Letter File

**Hard Copy:** Project File

**Attachment 1**

**From:** Danielle West-Chuhta (Danielle West-Chuhta)  
**To:** Jean Fraser  
**CC:** Barbara Barhydt  
**Date:** 8/2/2011 3:16 PM  
**Subject:** Fwd: RE: Adams School- info needed for hearing

I think that the plat needs to specify more about the park/walkway. It only indicates that it is a proposed public park - it does not discuss who owns the underlying property, who maintains, etc.....there should be a note that gives more specifics.

>>> Danielle West-Chuhta (Danielle West-Chuhta) 8/2/2011 2:28 PM >>>  
I have reviewed the Adams School documents. Here are my comments:

- 1) Just to confirm there are 16 units, correct? The documents indicate that, but I wanted to confirm.
- 2) The documents do not mention the park/play area - is the condo association going to have any part in that? I am guessing it will be identified on the site plan and plat, but we should make clear who has responsibility for the park/play area.
- 3) I am assuming that garbage and snow removal is a common expense - but I think that the documents need to indicate this and also need to indicate (if this is the case) that it is not the City's responsibility to address these items.
- 4) The documents allow for further subdivision of units (with the required City, etc. approvals) - I think that this is ok since it says with City approval, but I wanted to make sure you were aware of this fact.
- 5) The documents also allow for rental of units (for up to six months) - is this allowed in the zone? If yes, is City approval required prior to rental? If yes, then the documents should indicate that you need said approval.
- 6) Snow storage - I am assuming that this has been or will be identified on the site plan and will be conveyed to the future purchasers - it is not mentioned in the documents (not that I think that it needs to be included - I just wanted to bring that point up).

Thanks,

Danielle

**Attachment 2**

**From:** Jeff Tarling  
**To:** Jean Fraser  
**Date:** 8/9/2011 3:36 PM  
**Subject:** Re: Adams- hearing report- existing trees

Hi Jean -

I checked the existing trees at the Adams School site and want to report that the large Silver Maple as mentioned on Moody and the existing Norway Spruce tree near the playground are being saved. The other existing Norway Maples along Moody, east of Beckett Street are going to be impacted by the grading changes. These trees are not in good condition. One of these trees has limited grading which would likely cause further decline.

Jeff Tarling

**From:** Tom Errico [thomas.errico@tylin.com](mailto:thomas.errico@tylin.com) **Attachment 3**  
**To:** Jean Fraser <[JF@portlandmaine.gov](mailto:JF@portlandmaine.gov)>  
**CC:** David Margolis-Pineo <[DMP@portlandmaine.gov](mailto:DMP@portlandmaine.gov)>, Katherine Earley <[KAS@portlandmaine.gov](mailto:KAS@portlandmaine.gov)>, Jeff Tarling <[JST@portlandmaine.gov](mailto:JST@portlandmaine.gov)>, Chris Pirone <[cpp@portlandmaine.gov](mailto:cpp@portlandmaine.gov)>  
**Date:** 8/4/2011 11:15 AM  
**Subject:** Adams School

Jean - I have reviewed the Site Plan application dated July 11, 2011 prepared by Woodard & Curran and I have the following comments.

- \* I would suggest that the driveway radii be eliminated and tip-down curbing be used. The width of the driveway opening at the curb line should be reduced such that no excess pavement area is provided outside what is needed for emergency access vehicles as illustrated on the Ladder 1 turning template graphic provided.
- \* The one-way driveway should include appropriate MUTCD signage that controls and reinforces the one-way circulation plan.
- \* The illustrated layout of detectible warning devices is not acceptable. The plans should be revised to meet City standards.
- \* Detectible warning devices are not required at driveways. They should be deleted from the plans.
- \* The applicant shall be responsible for removing conflicting existing crosswalk pavement markings and signs.
- \* The new crosswalks on Wilson Street at O'Brion Street and Moody Street at Beckett Street should be "block" style markings.
- \* Crosswalk ramp locations should be designed with the goal of meeting the City's preferred ramp alignment standard. If the preferred standards cannot be met, the applicant should provide documentation why an alternative is required.
- \* The applicant shall be responsible for implementing all on-street parking changes associated with proposed parking regulations. I would suggest that the applicant provide information for review at this time. I would also note that the applicant shall provide assistance to the City, inclusive of provide graphic materials, for seeking any necessary City Council Traffic Schedule amendments.
- \* The location of the proposed driveways meet City corner clearance standards and therefore I find them to be acceptable.
- \* Traffic volumes are expected to decline when comparing the proposed development and prior use. Accordingly, a traffic study is not required.
- \* The City has standards that provide details for angled parking spaces. The applicant should review these standards and confirm that they are being met.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE  
 Senior Associate  
 Traffic Engineering Director

T.Y. Lin International  
 12 Northbrook Drive  
 Falmouth, ME 04105  
 207.347.4354 direct  
 207.400.0719 mobile  
 207.781.4753 fax  
[thomas.errico@tylin.com](mailto:thomas.errico@tylin.com)<<mailto:thomas.errico@tylin.com>>

**From:** David Margolis-Pineo  
**To:** Jean Fraser  
**CC:** DEVELOPMENT REVIEW GROUP  
**Date:** 8/4/2011 11:07 AM  
**Subject:** Review of Avesta - Adams School Site Redevelopment

August 4, 2011

TO: Jean Fraser  
Barbara Barhydt  
FROM: David Margolis-Pineo  
Dept. of Public Services  
RE: Review Comments: Adam School residential Condominium Project

The Department has the following Final Review comments.

1. The proposed "capped iron rods to be set" shall be placed before the issuance of a Building Permit.
2. The request to waive the introduction of stormwater into a sewer design to convey sanitary waste is hereby granted.
3. A note shall be added to the General Notes on Sheet C2 – Site Plan stating: All work shall conform to the City of Portland's Technical Manual.
4. A note shall be added to the General Notes on Sheet C2 – Site Plan stating: Prior to constructing any sidewalk handicap ramps within the road right of way, the design shall be reviewed and approved by Bruce Hyman (office 874-8833 or cell 400-9243) of the Public Services Department.
5. A note shall be added to the General Notes on Sheet C2 – Site Plan stating: Prior to abandoning any sewer pipes which connect to public infrastructure within the road right of way, contact John Emerson (office 874-8468 or cell 318-0239) for inspection.

We have no further questions at this time.

This meeting attended by  
1) Jeff Leane, Dir P+UD  
2) Tammy Munson, Dir Insp.  
(both briefed by Pl. Div).  
See letter from AVESTA!

## Community Forum about the Adams School Construction Project

Monday, July 30<sup>th</sup>, 2012

### Agenda:

- Introductions
- Brief Summary
- Question and Answer Session moderated by the MHNO

### Project Timeline:

Anticipated Construction Period  
(Housing and Park) July 2012 – May 2013

### Key Contacts:

#### **Owner**

Avesta Housing  
Seth Parker, Development Officer  
Phone: o. 553-7780 x208 c. 415-9186 Email: [sparker@avestahousing.org](mailto:sparker@avestahousing.org)

#### **General Contractor**

Great Falls Construction  
Darren Shiers, Business Operations Manager  
Phone: o. 839-2744 c. 831-5362 Email: [darren@greatfallsinc.com](mailto:darren@greatfallsinc.com)

#### **City of Portland**

Tammy Munson, Director of Inspections  
Phone: 874-8703 Email: [tmm@portlandmaine.gov](mailto:tmm@portlandmaine.gov)

#### **Environmental Oversight**

Creder Associates  
Jedd Steinglass, Senior Project Manager  
Phone: o. 207.828.1272 x12 c. 207.756.2319 Email: [jsteinglass@crederllc.com](mailto:jsteinglass@crederllc.com)

#### **Maine Department of Environmental Protection**

Nick Hodgkins  
Phone: 287-4854 Email: [nick.hodgkins@maine.gov](mailto:nick.hodgkins@maine.gov)

Gordon Fuller

Phone: 287.4853 Email [gordon.b.fuller@maine.gov](mailto:gordon.b.fuller@maine.gov)

#### **Portland Police or Fire**

Dial 911

Q: You suggested in a recent email that the environmental issues are worse than you understood a few months ago. What has changed since then?

A: Nothing has changed with respect to the environmental issues at the site from a few months ago. This question appears to be a misinterpretation of previous correspondence. The environmental issues identified above have not changed since the initial VRAP findings were compiled and a work plan was submitted to Maine DEP.

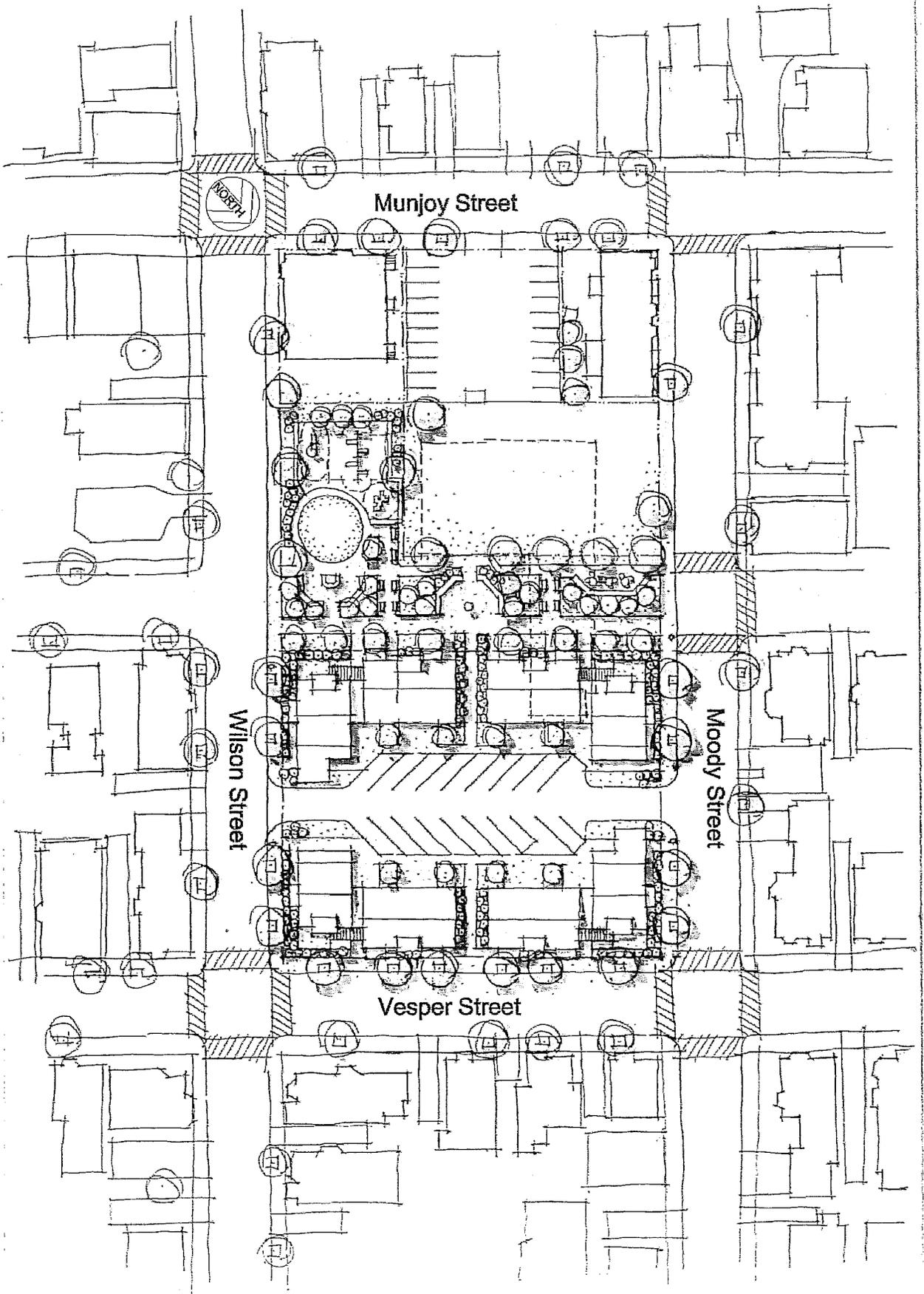
**Pertinent Contact Information for Key Parties:**

Avesta Housing Development Corporation (Developer)  
Attn: Seth Parker, Development Officer  
307 Cumberland Avenue, Portland, Maine 04101  
Phone: 207-553-7780 x208  
Fax: 207-553-7778  
Email: [sparker@avestahousing.org](mailto:sparker@avestahousing.org)

Creder Associates, LLC (Qualified Environmental Professional)  
Attn: Jedd Steinglass, Senior Project Manager  
776 Main Street, Westbrook, Maine 04092  
Phone: 207-828-1272 ext 12  
Email: [jsteinglass@crederellc.com](mailto:jsteinglass@crederellc.com)

Great Falls Construction (General Contractor)  
Attn: Darren Shiers, Business Operations Manager  
20 Mechanic Street, Gorham, Maine 04038  
Phone: (207) 839-2744  
Email: [darren@greatfallsinc.com](mailto:darren@greatfallsinc.com)

The City of Portland  
Attn: Tammy Munson, Division Director for Inspection Services  
Phone: (207) 874-8703  
Email: [TMM@portlandmaine.gov](mailto:TMM@portlandmaine.gov)



**Adams School Redevelopment**

**Portland, Maine**

Scale: NTS

26 April 2011



## **Construction Activities**

The overall construction duration is 10 months with final completion in May of 2013. In general the first 2-3 months of construction will involve site related and subsurface work for utilities and foundations. Subsequent to that the next 2-3 months will involve framing and enclosing the buildings and the last 3-4 months exterior siding, interior finishes and final landscaping. Questions related to a possible early opening of the playground ahead of final project completion can be addressed at the neighborhood meeting as it will involve feedback related to acceptance by the City and/or signoff by the contractor's insurance company.

The hours of work are dictated to the contractor under the City of Portland's Code of Ordinances. Within R-zones, from September 1<sup>st</sup> to May 31<sup>st</sup>, this is between the hours of 7:00am to 7:00pm and from June 1<sup>st</sup> to August 31<sup>st</sup> from 7:00am to 8:00pm. It further outlines that no construction activity shall begin before 8:00am on a Saturday, Sunday or legal holiday. At the neighborhood meeting the contractor will be able to answer more specifically what to expect for typical work day hours.

With respect to noise control and idling of trucks, we are not aware of any specific City ordinances that apply to construction activities or vehicles operating within the above mentioned acceptable hours of operation. We can more specifically address these concerns with the contractor at the neighborhood meeting.

The site's construction perimeter for the duration of project includes the Avesta parcel, the future park and playground parcel and a portion of the remaining vacant City parcel that borders on Moody Street (see attached site rendering). The City's parking lot (entrance on Munjoy Street) is not within this perimeter.

## **Question and Answer Section:**

Below is a list of some typical questions that we have been receiving from concerned neighbors. We can continue to answer these questions further at the neighborhood meeting or address additional questions that were not included below:

Q: What are the contaminants at the site, the scope of remediation work and any risks to human health (or pets)?

A: Please reference the environmental section of this letter above for a description of the contaminants at the site and the scope of remediation work. The soil management plan also described above is designed to sufficiently mitigate any risk to human health (or pets).

Q: What is the dust management policy for both regular old dust and contaminated dust?

A: As outlined in the environmental section above, dust control methods are required elements of the soil management plan and construction contract. These methods include wet suppression (at a minimum, the application of water to excavated material, stockpiles, haul roads, and exposed soil and dirt), the covering of stockpiles, the covering of dump truck beds, and tire washdown areas. Soil management and dust control measures will be inspected and documented by our qualified environmental professional (Credera Associates, LLC). In addition, we will monitor dust levels at the property during construction. If our environmental professional determines that dust control measures are inadequate, efforts will be increased until acceptable results are achieved, or the contractor will be required to stop work.

With respect to “regular old dust” most presumably from the clean cover soil being brought in, the contractor is required to use similar environmental controls including water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level and to comply with governing regulations, permits, laws, ordinances, etc. pertaining to environmental protection.

Q: Is it safe to continue to eat vegetables from our backyard gardens during construction?

A: Yes, it is safe to continue to eat vegetables from your backyard garden. We will be focused on the containment and control of dust as outlined above and expect the production of dust to be mitigated as described.

Q: Is it safe to keep our windows open during construction?

A: Yes, it is safe to keep your windows open during construction. We will be focused on the containment and control of dust as outlined above and expect the production of dust to be mitigated as described.

Q: Is it safe to live in our apartments in the immediate vicinity of the project during construction?

A: Yes, it is absolutely safe to continue to live in your apartments in the immediate vicinity of the project.

Q: What are the overall environmental risks at the project site and associated mitigation strategy?

A: Please reference the environmental section of this letter above for a description of the overall environmental risks at the project site and the associated mitigation strategy.

Q: Who’s in charge (of environmental risk communications)?

A: Our qualified environmental professional (Credero Associates, LLC) is the primary party responsible for oversight of the environmental remediation activities. They are a consultant of Avesta and report directly to them, as well as to Maine DEP and US EPA.

As far as the day-to-day general site construction activities, personnel, and operation of all related equipment, the contractor maintains responsibility. They are under contract with Avesta and report directly to them.

Q: How windy does it have to be to cease remediation activities for the day?

A: Our qualified environmental professional will be monitoring the remediation activities. There is no specific wind level that would cause a cessation of remedial activities other than one that would create unacceptable levels of dust and/or would threaten the overall health and safety of the on-site personnel and nearby residents.

Specifically with respect to dust control, if our environmental professional determines that dust control measures are inadequate, efforts will be increased until acceptable results are achieved, or the contractor will be required to stop work.

Q: Who has the authority to stop remediation activities?

A: The qualified environmental professional, the City of Portland, Maine DEP, US EPA, Avesta and the contractor all have the authority to stop remedial activities.

Q: Who to call if one sees issues of concern?

A: If there is an issue of concern related to remediation activities you should contact the qualified environmental professional first. You may also contact Avesta or the contractor subsequent to that or to address general construction issues.



Quality Affordable Living

July 24, 2012

To: Neighbors of the Adams School Condominiums and Marada Adams Park and the Greater Munjoy Hill Neighborhood, Portland, Maine

From: Avesta Housing Development Corporation

RE: Environmental and Construction Related Concerns Associated with the Redevelopment of the Former Adams School Site

Dear Neighbors,

This letter is intended to address concerns that have been raised by the neighborhood with respect to the commencement of construction activities at the former Adams School site on Munjoy Hill. This letter will be followed by an **open neighborhood meeting the date, time and location of which is currently being confirmed but is tentatively scheduled for next Monday, July 30<sup>th</sup> at 6pm**. The intent of that meeting will be to reinforce the content of this letter with an open question and answer session and also to address any follow-up questions that may arise between the time of this letter and the neighborhood meeting. In the meantime please be assured that the contractor's work at the site is required to comply with all Maine Department of Environmental Protection (DEP) and United States Environmental Protection Agency (US EPA) regulations and in accordance with the reviewed and approved Soil Management Plan. This letter is organized into the following sections: Environmental Remediation, Construction Activities, Question and Answer, and Pertinent Contact Information for Key Parties.

### **Environmental Remediation:**

#### ***Background***

The former Marada Adams Community School property is located in an area of Portland that has been historically used for commercial, industrial, and transportation applications, and is adjacent to the region of the City that was burned in the Great Fire of 1866. Previous environmental investigations completed at the former Adams School property identified fill soil that contains concentrations of lead, arsenic, and polycyclic aromatic hydrocarbons (PAHs). These elements are commonly found in urban environments, can result from the combustion of wood, coal, and oil, and are frequently associated with historical commercial and industrial activities.

#### ***Environmental and Regulatory Summary***

Some of the levels of lead, arsenic, and PAHs identified in soil at the property were found to be similar to samples collected from below adjacent sidewalk areas (i.e., are consistent with ambient conditions). However, some levels at the property were above the adjacent existing conditions. Regardless, the majority of the concentrations of lead, arsenic, and PAHs identified in fill soil at the property were above the applicable Maine DEP Remedial Action Guidelines. The concentrations in soil were such that the material would not be considered a hazardous waste and are being allowed by the Maine DEP to be left in place under a clean cover system.

However, soil that must be excavated in order to grade the site, install foundations, and create utility trenches must be disposed of properly as a non-hazardous special waste once removed from the property. For example, this soil could be mixed to make asphalt, re-used as roadway base material, applied as daily cover for a landfill, or other similar allowable applications. It is important to note that the excavation and disposal of soil from the property is driven by the construction design and no condition was identified that would specifically mandate the removal of soil from the property.

Please note that the property has been entered into the Maine DEP Voluntary Response Action Program (VRAP). Through participation in this program, previous environmental reports and the proposed construction activities were presented for review and approval by the Maine DEP. Following the review of the VRAP application, the Maine DEP issued No Action Assurance Letters, which indicate the approval of the proposed plans. The VRAP No Action Assurance Letters apply to both the condominium construction and park development portions of the project. In addition, environmental activities that will be completed during construction, which incorporate the use of Brownfields funding, have gone through a review and approval process by the US EPA.

#### ***Work Practices During Construction***

During construction, soil excavated from the property will be handled in accordance with a soil management plan approved by Maine DEP. The soil management plan identifies existing soil conditions, specifies proper work practices, stockpiling procedures, and protective equipment for use during construction activities, and details the appropriate disposal method for excess soil. In addition, dust control methods are required elements of the soil management plan and construction contract. These methods include wet suppression (at a minimum, the application of water to excavated material, stockpiles, haul roads, and exposed soil and dirt), the covering of stockpiles, the covering of dump truck beds, and tire washdown areas. Soil management and dust control measures will be inspected and documented by our qualified environmental professional (Credere Associates, LLC). In addition, dust levels at the property will be monitored during construction to ensure that dust control measures are effective and that dust from the property is not impacting adjacent residences. If our environmental professional determines that dust control measures are inadequate, efforts will be increased until acceptable results are achieved, or the contractor will be required to stop work.

#### ***Site Restoration and Covering***

As previously stated, the Maine DEP will allow fill soil that does not require disturbance during construction to remain at the property. This determination also applies to excavated soil that can be re-used as structural fill. However, the remaining soil will be managed through the use of a soil cover system. This cover system will be applied to all areas of the property (including the park that is to be developed). The soil cover system will consist of either a minimum of 6 inches of sand and gravel and then pavement (brick, concrete, asphalt, or building foundations), or a marker layer (to indicate the distinction between the cover and the underlying soil), at least 12 inches of clean soil, and then landscaping. This remediation technique is common for this type of redevelopment.

#### ***Additional Information***

Copies of previously presented public information, including the Community Relations Plan (CRP) and soil management plan for the property, can be downloaded from our website:

<http://www.avestahousing.org/property-development/under-development/adams-school>



PAUL R. LEPAGE  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Phil

- copy for your  
files  
38 Moody

PATRICIA W. AHO  
COMMISSIONER

August 2, 2012

*addressees  
have  
originals*

Seth Parker  
Avesta Housing Development Corporation  
307 Cumberland Avenue  
Portland, Maine 04101

Mark Reese  
City Manager  
City of Portland  
389 Congress Street, Room 208  
Portland, Maine 04101

*L  
copies already  
circulated P+UD  
incl. JK +  
MD in housing*

Re: Park Redevelopment at the Former Marada Adams Community School, Moody Street,  
Portland: Voluntary Response Action Program- No Action Assurance Letter (revised to  
include the City of Portland as a co-applicant).

Dear Mr. Parker and Mr. Reese:

The Maine Department of Environmental Protection (Department) has received and reviewed an application submitted in March 2012, by your consultant Credere Associates, LLC (Credere) to the Department's Voluntary Response Action Program (VRAP) for a park redevelopment at the former Marada Adams Community School property located on Moody Street in Portland, Maine (the site). The following reports were compiled for the larger former Marada Adams Community School property (which includes the site) as part of the Greater Portland Council of Government's (GPCOG) Brownfields Program and were reviewed along with this application: A Phase One Environmental Site Assessment Update dated October 14, 2010 prepared by SW Cole Engineering, Inc.; a Building Materials Survey Summary Report prepared by Credere Associates dated February 11, 2011; An Underground Storage Tank Closure Summary Letter prepared by Credere dated February 16, 2011, A Phase II Environmental Site Assessment, Former Marada Adams Community School Report dated September 9, 2011 prepared by Credere Associates; as well as a Voluntary Response Action Program Work Plan for the site dated May 24, 2012, also prepared by Credere Associates. The application was submitted to the Department with the request that the site participate in the VRAP and that Avesta Housing Development Corporation (Avesta) and the City of Portland, Maine, as the applicant and co-applicant to the VRAP, receive the protections provided by the VRAP Law.

The site is comprised of five parcels of land totaling 0.61 acres in a residential area. The larger former Marada Adams Community School property (which includes the site) has been used for

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD, SUITE 6  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04679-2094  
(207) 764-0477 FAX: (207) 760-3143

the following activities: residences, a trolley line, an automobile garage, the Burgess, Forbes & Co. White Lead & Color Works and most recently a school. The site and surrounding former school property are currently vacant. The October 14, 2011 Phase I investigation identified the past industrial uses and historical releases of petroleum from former underground storage tanks as historic recognized environmental conditions (REC). This report identified petroleum contaminated soil detected in borings in 2009 as the only current REC. The Phase II investigation concluded that there is soil contaminated with hazardous substances located on the site as well as hazardous building materials. The building has subsequently been demolished and building materials have been removed from the site and disposed of by Avesta.

Based on the information presented in the above listed reports, the Department agrees with the following recommended actions proposed in the work plan:

- 1) Contaminated soils that are disturbed during redevelopment of the site will be managed according to the approved May 24, 2012 Work Plan and appended Soil Management Plan (SMP). Contaminated soils that are currently located *in situ* at the site, or contaminated soils that are removed and replaced onsite during the course of the redevelopment will be covered with a marker layer and a minimum of 12 inches of clean fill, or will be covered with a minimum of 6 inches of clean sand and gravel and approximately 3 inches of asphalt, brick pavers, or other similar material. If excess soil is generated that cannot be re-used onsite the material will be disposed at an appropriate facility.
- 2) A deed restriction will be recorded at the Cumberland County Registry of Deeds that prohibits excavation of properly covered contaminated soils onsite and withdrawal of groundwater without notification of the Department. This restriction will be placed as Declaration of Environmental Covenants consistent with this letter and acceptable to the Department.

Provided that the actions described above are completed to the satisfaction of the Department, Avesta Housing Development Corporation and its successors and/or assigns, and the City of Portland Maine, will be granted the liability protection provided by 38 M.R.S.A. § 343-E(1) for the site located on Moody Street, in Portland, Maine identified as Lots M-1, M-2, M-6, M-7, and P-1 on Portland Tax Map 003. The Department will take no action against Avesta Housing Development Corporation, its successors and assigns, the City of Portland, Maine, and all those persons identified in 38 M.R.S.A. § 343-E(6).

Once the proposed and recommended remedial measures at the site have been implemented to the satisfaction of the Department, a report demonstrating the successful completion of the tasks must be forwarded to the VRAP. A report may be submitted when all of the remedial activities have been completed for the entire site or in stages as portions of the site are remediated and ready for redevelopment. Upon determining successful conclusion of the remedial tasks, the Department will issue a Commissioner's Certificate(s) of Completion for those portions of the

Letter to  
(date)  
Page 3 of 3

site that have been completed to Avesta Housing Development Corporation and the City of Portland, Maine.

If you have any questions, please call me at 207-287-4853.

Sincerely,



Gordon Fuller  
Voluntary Response Action Program  
Division of Remediation

cc: Jedd Steinglass, Credere  
Maurice Selinger, Curtis Thaxter

*Great Falls Construction*

*24 Years of Service*



## **Adams School Redevelopment Construction Management Plan**

Prepared for: Tammy M. Munson  
Director of Inspections  
City of Portland  
389 Congress Street Rm 315  
Portland, Maine 04101

**Full Service Construction Management - General Contracting Company**

# Adams School Redevelopment

## Construction Management Plan

Page 2 of 3

1. Site mobilization and set up of one front (Wilson Street) and one rear (Moody Street) stabilized construction entrance.
2. Erosion control installation in accordance with the approved plans and Maine DEP standards. Scott Hebert (site work project manager) is Maine DEP certified in erosion and sedimentation control practices.
3. Temporary fencing erection within the inside perimeter of the sidewalks.
4. Site preparation within the sidewalk limits including demolition and removal of existing pavement, topsoil, structures, etc.
5. As work progresses a loader mounted sweeper with water for dust control will be used on a daily basis to keep the local streets clean. There will also be dust control with a water truck and/or calcium as needed.
6. Construction of the two new sewer lines off of Moody Street. The work in Moody Street will take two partial days and will require a partial street closure with detours.\*
7. Start excavation and backfill for the south side building foundations.
8. Storm drain system construction starting with new SMH 1 at the intersection of Wilson Street and Vesper Street. This manhole installation will require an intersection closure with detours.\*
9. Continue installation of the storm drain system south on Wilson Street and then into the project site. The continued work on Wilson will take two full days and will require a partial street closure with detours.\*
10. Completion of onsite storm water system.
11. New water service system construction starting with the main connection on Wilson Street which will take one partial day. The main connection will follow with the installation of the water meter pit on Wilson Street which will take one full day. Both of these items will require a partial street closure with detours.\*
12. Completion of onsite water installation.
13. Gas service excavation work and installation including the main connection on Vesper Street. This connection will take one partial day and will require a partial street closure with detours.\*
14. Start excavation and backfill for the north side building foundations.
15. Complete Excavation and backfilling for installation of the onsite electrical system.
16. All excavated materials will be stockpiled on site in the designated playground and landscape field area. The stockpiles will be maintained with erosion control berms as necessary and in accordance with Maine DEP best management practices. Stockpiles will be removed and decreased as space and effective management dictate.
17. Driveway, parking stalls and building walkway site work.
18. Temporary fencing removal.
19. Sidewalk construction along the city streets. This work should not require any street closures or detours as the work will be cordoned off with traffic cones, barrels, and signage in accordance with city and MUTCD standards.
20. Restoration of the site including loaming, seeding, mulching and landscaping

# **Adams School Redevelopment Construction Management Plan**

Page 3 of 3

\*All street closures and detours will be called into the city, police, fire/ems department and school department one day prior to the work. All traffic control, detours and signage will be in accordance with city requirements and the Manual on Uniform Traffic Control Devices 2003 Edition. All closures and detours will take place between the hours of 7 am and 5 pm Monday through Friday and will be back open to two way traffic before and after those intervals. Sewer and traffic plans will be submitted for town review.



# PORTLAND MAINE

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copy for Phil

**Planning & Urban Development Department**  
Jeff A. Levine, AICP, Director

**Planning Division**  
Alexander Jaegerman, Director

July 13<sup>th</sup>, 2012

Seth Parker  
Avesta Housing Development Corporation  
307 Cumberland Avenue  
Portland, Maine 04101

Darren Shiers  
Business Operations Manager  
Great Falls Construction  
20 Mechanic Street  
Gorham, ME 04038

**RE: Adams School Redevelopment, 38 Moody Street, Portland, Maine**

Dear Mr. Parker and Mr. Shiers:

Thank you for your letter of July 12, 2012 requesting to undertake preliminary site work, as described in the letter, prior to the receipt of a building permit for this project which received site plan and subdivision approval from the Planning Board on August 9<sup>th</sup>, 2011.

I have consulted with other departments and confirm that, as provided in Section 14-532, this letter serves as the written permission from the Planning Authority to commence site work as outlined below *i. to viii*; however no foundation or building construction can commence until the building permit is issued. The site work approved by this letter shall be in accordance with the approved site plans and plat and Construction Management Plan.

- i. Mobilization of the site;
- ii. Installation of office trailers;
- iii. Security fencing, subject to ensuring that the timing and location of fencing installation around the playground is coordinated with the City's Recreation Division (Sally DeLuca, Division Manager and Ethan Owen, Ballfields and Athletics Facilities Manager 756 8275) who are arranging for the removal of playground equipment;
- iv. Layout;
- v. Temporary utility installation;
- vi. Clearance of trees, and protection of trees to remain;
- vii. Installation of the sewer service line in Moody Street, subject to the approval of a traffic management plan and receipt of a Street Opening Permit prior to any excavation in the street (contact is David Margolis-Pineo in DPS 874 8850);
- viii. Excavation only for Building C foundation, subject to agreed erosion control and dust management measures.

2.

Prior to the start of the site work as described above, a pre-construction meeting shall be held at the project site with the owner, contractor and City's Development Review Coordinator (Phil diPierro, 874 8632) and other representatives of the City to review the work schedule, erosion and sedimentation controls, flagging and other critical aspects of the site work. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

If there are any questions, please contact Jean Fraser, Planner at 874 8728.

Sincerely,

Alexander Jaegerman (BB)

Alexander Jaegerman  
Planning Division Director

Attachments:

1. Letter dated July 12, 2012

cc: Jeff A. Levine, Director of Planning and Urban Development  
Alexander Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Services Manager  
Jean Fraser, Planner  
Philip DiPierro, Development Review Coordinator, Planning  
Marge Schmuckal, Zoning Administrator, Inspections Division  
Tammy Munson, Inspection Division Director  
Lannie Dobson, Administration, Inspections Division  
Gayle Guertin, Administration, Inspections Division  
~~Michael Bobinsky, Public Services Director~~  
Katherine Earley, Engineering Services Manager, Public Services  
Bill Clark, Project Engineer, Public Services  
David Margolis-Pineo, Deputy City Engineer, Public Services  
Doug Roncarati, Stormwater Coordinator, Public Services  
Greg Vining, Associate Engineer, Public Services  
Michelle Sweeney, Associate Engineer  
John Low, Associate Engineer, Public Services  
Mike Farmer, Project Engineer, Public Services  
Jane Ward, Administration, Public Services  
Sally DeLuca, Recreation Division  
Ethan Owens, Recreation Division  
Jeff Tarling, City Arborist, Public Services  
Captain Chris Pirone, Fire Department  
Thomas Errico, P.E., TY Lin Associates  
David Senus, P.E., Woodard and Curran  
Rick Blackburn, Assessor's Department  
Approval Letter File

## Jean Fraser - Adams School request

---

**From:** "Darren Shiers" <darren@greatfallsinc.com>  
**To:** <aqj@portlandmaine.gov>, "Jean Fraser" <JF@portlandmaine.gov>  
**Date:** 7/12/2012 3:29 PM  
**Subject:** Adams School request  
**CC:** "Philip DiPierro" <PD@portlandmaine.gov>, "Tammy Munson"  
<TMM@portland...>  
**Attachments:** SCAN0001.PDF

---

Mr. Jaegerman,

Good afternoon. My name is Darren and I am the operations manager for Great Falls Construction. We have the good fortune of being General Contractor for the Adams School Project, working for Avesta Housing. We submitted a building permit application package last week and have since signed a contract with Avesta and have been issued a notice to proceed. The City team is working diligently at processing the application and we have been in contact with several parties making sure everyone has what they need. One of the conditions of approval was to submit a construction management plan for the project. We have submitted a construction management plan and have heard back that we may need to amend it regarding the playground. I have attached a letter from Acadia Insurance detailing some risks related to keeping the playground active during the construction process. If we need to add language or revise our construction management plan, we will certainly make any necessary adjustments. In the meantime, I would like to make a request for a temporary permit, schedule a preconstruction meeting and find a path forward that would allow us to begin construction activities like mobilize the site, install office trailers, security fencing, layout, temporary utility installation, clear trees, install the sewer service line in Moody Street, excavate for building C foundation and pour concrete for building C. This would take approximately two weeks, by which time the building permit could be issued for full construction. The owner has been working hard to facilitate a closing with the City and other financing agencies but it has taken several weeks of prime construction time, so we feel it is important to make this request in order to keep the overall project on schedule. We understand the City's protocol for working hours, safety, dust control, noise control and we will communicate with neighbors effectively.

Your consideration of this matter is most appreciated and if there are more details needs, please let me know. I look forward to your response. Thanks

*Darren Shiers*

**Darren Shiers**  
**Business Operations Manager**



EEO and Affirmative Action Contractor

20 Mechanic Street  
Gorham, ME 04038

(207)839-2744 office  
(207)839-3737 fax  
(207)831-5362 cell

[www.GreatFallsinc.com](http://www.GreatFallsinc.com)

[Great Falls Facebook Page](#)

[Great Falls Twitter Page](#)

[Great Falls LinkedIn Page](#)



July 2, 2012

Rich Chaisson  
Dearborn Brothers Construction, inc.  
999 Narragansett Trail  
Buxton, Me 04093

RE: POLICY(S) CLA5020424, CIM0354463, CUA0347802, CAA0347801, CPA0347798,  
WCA0347804  
CLIENT ID #113559; SURVEY #149112

Dear Rich:

On June 29, I visited him in the Adams School jobsite, which will be starting up in a few weeks, located at 48 Moody St. in Portland. You had requested me to offer an opinion on whether or not the playground should remain open during the construction process.

The entire site has a footprint of about 56,600 ft.<sup>2</sup>, including the playground, and the new construction will include two condominium buildings with a total footprint of 12,600 ft.<sup>2</sup>, which results in a congested worksite.

Our recommendation is that no access to the playground be permitted 24/7 during the construction process, which is scheduled to last until early spring 2013. The reason for the recommendation is multi fold:

1. Part of the project includes removal of contaminated soil, and we do not want children in the area because of that exposure.
2. As with any jobsite, there will be significant heavy equipment in use, as well as building materials storage and other construction vehicles, which creates an "attractive nuisance" hazard. Children by their nature are naturally curious, and the temptation would be great for them to get as close to the jobsite as possible, both during the construction activity and after hours.
3. Normal protocol for any jobsite is to secure the jobsite from any public in order to reduce the potential for injury.
4. We recognize that restricting access to the playground will be inconvenient to the area families; however, we feel the exposure to injury is significant enough that the exposure needs to be controlled by restricting access to the playground.

If you have any questions or need additional loss control assistance, I can be reached at the phone numbers or email address listed below.

Maintaining a safe workplace in accordance with all laws is your responsibility. Our safety inspections and recommendations relate to underwriting concerns and do not constitute an assumption by us of your obligations to provide a safe workplace. We make no representation or warranty that our activities will place you in compliance with the law or that your premises or operations are safe. We exercise no control over your premises or operations and have no responsibility or authority to implement loss control recommendations. You are not entitled to rely upon any loss control activities provided by us, and you may not delegate any of your legal responsibilities to us.

Acadia Insurance Company • Berkley Underwriters Insurance Company • Continental Western Insurance Company  
Firemen's Insurance Company of Washington, D.C. • Union Insurance Company  
One Acadia Commons P.O. Box 9010 Westbrook, ME 04098-5010  
207 772-4300 800 773-4300 Auto Attendant: 207 772-1170 800 870-1170 Fax: 207 772-6104  
www.acadiainsurance.com



## Jean Fraser - Construction Management Plan

Phil

**From:** Jean Fraser  
**To:** Shiers, Darren; sparker@avestahousing.org  
**Date:** 7/13/2012 2:51 PM  
**Subject:** Construction Management Plan  
**CC:** Barhydt, Barbara; Davis, Mary; DiPierro, Philip; Knowland, Rick; Pin...

Seth and Darren,

David Margolis-Pineo of DPS has signed off re the traffic and ROW aspects of the submitted plan and now I am writing regarding the other aspects having consulted colleagues elsewhere in the City.

The plan is basically OK but I would request revisions to:

1. Clarify what date the playground is closing (based on liaison with city staff etc);
2. In the program attached I see that the playground equipment is to be installed in week 48 but the project continues several more weeks and likely longer. It would be desirable to have the playground opened to the public as soon as possible subject to safety considerations, and to avoid having the playground finished but not open for use. Ideally the playground could be finished and opened earlier than the final weeks of completion of the main contract and I would like this objective to be stated somewhere in the plan.
3. Re communication with the public (mentioned in the condition of approval), please revise the Plan to:
  - a. Include contact names and phone numbers (Seth, you, security personnel etc) for city staff and others to use if there are any problems or concerns.;
  - b. Clarify whether any written notices will be going to nearest residents regarding the time table for any noisy or dusty stages of the work - letters which give contact details (if any concerns) might be helpful.
4. I believe there are a couple of utility poles coming down and the plan needs to identify how any impacts handled. (I don't see any ref to this in program).
5. Re excavated materials- I understand there are contaminated soils on the site so the Plan should state how these will be contained and not allowed to be exposed; at least a reference to the VRAP requirements and documentation (eg the VRAP letter of June 22, 2012 states "Contaminated soils that are disturbed during development of the site will be managed according to the approved May 24, 2012 Work Plan and appended Soil Management Plan" and it goes on to prescribe covering etc. Also, if such soils are going to be stored on the playground site, then maybe there should be something underneath as well to stop leaching into the soils of the future new playground. I am especially concerned re this as stockpiling of excavated materials is stated to be on the future site of the new playground and near to existing residential properties.

Please revise and submit as soon as possible after the Preconstruction meeting. Please be aware that this Plan is a "public document" and I anticipate neighbors may ask to see it.

Please call if any questions.

Thank you  
Jean

*Jean Fraser, Planner*  
City of Portland  
874 8728

**From:** Jean Fraser  
**To:** Parker, Seth  
**CC:** (cogan@pdtarchs.com), Kathy Cogan-Kahill; (dcameron@woodardcurran.com), DeniseCameron; (kuniholm@pdtarchs.com), AlanKuniholm; DiPierro, Philip; Lewis(lewis@pdtarchs.com), David  
**Date:** 7/2/2012 11:10 AM  
**Subject:** RE: Adams - Status re Site Plan/Subdivision Conds of Approval

Seth

The Condo Docs are under review and I will get back to you re those.

Both Phil and Jeanie Bourke have the almost-final sets of site plans.

Please note re the Construction Management Plan that Phil will probably need to have it looked at by others so it would be good to get that in advance of any Preconstruction meeting so that if reviewers have comments they can be discussed.

I am in all week (except 4th) so will try to keep things moving at our end.

Jean

Jean

>>> Seth Parker <SParker@avestahousing.org> 6/29/2012 4:53 PM >>>

Hi Jean,

Please see below responses to outstanding items in **RED**.

Thanks,

Seth

Seth Parker  
Development Officer  
Avesta Housing  
307 Cumberland Avenue  
Portland, ME 04101  
207-553-7780 ext. 208

[www.avestahousing.org](http://www.avestahousing.org)

**From:** Jean Fraser [mailto:JF@portlandmaine.gov]  
**Sent:** Friday, June 29, 2012 3:43 PM  
**To:** Seth Parker  
**Cc:** Kathy Cogan-Kahill (cogan@pdtarchs.com); Alan Kuniholm (kuniholm@pdtarchs.com); David Lewis (lewis@pdtarchs.com); Barbara Barhydt; Philip DiPierro; Denise Cameron (dcameron@woodardcurran.com)  
**Subject:** Re: Adams - Status re Site Plan/Subdivision Conds of Approval

Seth,

As discussed, there are a couple of conditions that need to be addressed prior to the issuance of the building permit. These are both items that the Woodard & Curran letter of 2.28.2012 confirmed would be sent separately (and I mentioned in an April 13th e-mail) and I don't believe they have been submitted.

I have listed the site plan/subdivision conditions below (extracted from the approval letter) and indicated their status in CAPS:

#### **Subdivision Review**

Seth Parker  
Development Officer  
Avesta Housing  
307 Cumberland Avenue  
Portland, ME 04101  
207-553-7780 ext. 208  
[www.avestahousing.org](http://www.avestahousing.org)

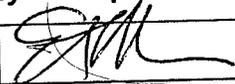
# NOTICE OF INTENT TO COMPLY WITH MAINE CONSTRUCTION GENERAL PERMIT

|  |   |   |  |
|--|---|---|--|
| <b>USE TYPE OR PRINT IN BLACK INK ONLY</b>   |   | <b>Applicant Mailing Address:</b> 307 Cumberland Avenue |  |
| <b>Name of Applicant:</b>  | Avesta Housing Development Corporation  |   | <b>State:</b> Maine  |
| <b>Address:</b>  | Portland  |   | <b>Zip Code:</b> 04101   |
| <b>Phone:</b>  | (207)553-7777   | <b>Email if available:</b> emacomber@avestahousing.org  | <b>Name of Agent:</b> Denise Cameron, Woodard & Curran, 41 Hutchins Dr., Portland, ME (207)774-2112 dcameron@woodardcurran.com |
| <b>Project Location:</b>   | Portland  | <b>UTM Northing: (if known)</b> Unknown                 | <b>UTM Easting: (if known)</b> Unknown   |
| <b>Address:</b>  | Tax Map 003/Block H   | <b>Lot #:</b> 1, 2, 3 & 4                               | <b>Size of disturbed area proposed:</b> 1.5 acres  |
| <b>Is this a common plan of development or sale?</b>   | Yes   | No <input checked="" type="checkbox"/>                  | <b>Part of a larger project?</b> Yes No <input checked="" type="checkbox"/>  |
| <b>Name of waterbody(ies) to which the disturbed area drains, or the municipality if drains to an MS4:</b> | City of Portland  |   |  |
| <b>Does site drain to an Impaired Waterbody (C)? If so, give name:</b>                                     | N/A   |   |  |
| <b>Compass directions to site, including address if available:</b>   | Head northeast on Canco Rd., turn right at Washington Ave. and take a slight left onto I-295N to merge onto I-295S. Take exit 8 and a slight right at Washington Ave. Turn left at Congress St., right at Munjoy St. and take the first left onto Moody St. to arrive at 48 Moody Street, Portland, ME 04101. |   |  |
| <b>Description of project and its purpose:</b>   | Avesta Housing Development Corporation is proposing the Adams School Redevelopment project which includes the demolition the existing Adams School building and construction of a 16-unit affordable housing complex, parking area, public open space and playground.   |   |  |

I am filing notice of my intent to carry out work which meets the requirements of the Construction General Permit (effective 0/03). I have a copy of the Construction General Permit. I have read and will comply with all of the standards. I have attached all the required submittals. *Notification forms cannot be accepted without the necessary attachments.*

- ALL: A check (non-refundable) made payable to: "Treasurer, State of Maine." **See DEP fee schedule for correct fee.** You must know # of acres being permitted to determine the fee.
- ALL: A U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ALL: Drawing of the proposed activity (site plan).
- ALL: An ESC plan.
- IF this form is not being signed by the landowner or lessee of the property, attach documentation showing authorization to sign.
- N/A IF any construction activity will occur in essential habitat, attach written approval from the Dept. of Inland Fisheries & Wildlife.

I authorize staff of the Departments of Environmental Protection to access the project site for the purpose of determining compliance with the general permit. I also understand that **this permit is not valid until approved by the Department or 4 days after receipt by the Department, whichever is less.**

|                                |   |              |          |
|--------------------------------|---|--------------|----------|
| <b>Signature of Applicant:</b> |  | <b>Date:</b> | 12/22/10 |
|--------------------------------|---|--------------|----------|

**Keep the bottom copy as a record of permit.** Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection at the appropriate regional office. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Check with DEP Staff to determine the expiration date on this permit. **Work carried out in violation of any standard is subject to enforcement action.**

|                        |                   |                     |                          |                  |                     |
|------------------------|-------------------|---------------------|--------------------------|------------------|---------------------|
| <b>OFFICE USE ONLY</b> | <b>Ck.#</b> 11931 | <b>Date</b> 1/10/11 | <b>Staff</b> JM          | <b>Staff</b>     | <b>After Photos</b> |
| <b>DOI #</b> 51708     | <b>FP</b> \$90.00 |                     | <b>Acc. Date</b> 1/20/11 | <b>Def. Date</b> |                     |

# PERFORMANCE BOND

---

**Bond No:** 04BCSGG5555

**CONTRACTOR:**

*(Name, legal status and address)*

**Great Falls Builders, Inc.**  
20 Mechanic Street  
Gorham, ME 04038

**SURETY:**

*(Name, legal status and principal place of business)*

**Hartford Casualty Insurance Company**  
**The Hartford - Bond Claim Department**  
**One Hartford Plaza, T-4**  
**Hartford, CT 06155**

**OWNER:**

*(Name, legal status and address)*

**Avesta Housing Development Corporation**  
307 Cumberland Avenue  
Portland, ME 04101

**CONSTRUCTION CONTRACT**

Date: July 11, 2012

Amount: THREE MILLION NINE HUNDRED THOUSAND NINE HUNDRED SIXTY FIVE AND NO/100THS DOLLARS (\$3,900,965.00)

Description: Adams School Redevelopment, Portland, Maine

*(Name and location)*

**BOND**

Date: July 11, 2012

*(Not earlier than Construction Contract Date)*

Amount: THREE MILLION NINE HUNDRED THOUSAND NINE HUNDRED SIXTY FIVE AND NO/100THS DOLLARS (\$3,900,965.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

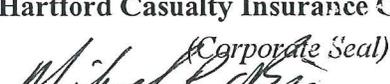
Company: **Great Falls Builders, Inc.**

Signature:  *(Corporate Seal)*

Name and Title: **Jonathan Smith, pres.**

**SURETY**

Company: **Hartford Casualty Insurance Company**

Signature:  *(Corporate Seal)*

Name and Title: **Michael P. O'Brien, Attorney-In-Fact**

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY – Name, Address and telephone)*

**AGENT or BROKER:**

The Rowley Agency, Inc.  
P.O. Box 511  
Concord, NH 03302-0511  
(603) 224-2562

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

Section 8 is hereby deleted in its entirety and replaced with the following:

If the Surety elects to act under Section 5.1, 5.2, 5.3, or 5.4, the Surety's liability is limited to the amount of this bond.

MULTIPLE OBLIGEE RIDER

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

Company:

*(Corporate Seal)*

*(Corporate Seal)*

Signature:

Signature:

Name and Title:

Name and Title:

Address

Address

**PAYMENT BOND**

**Bond No:** 04BCSGG5555

**CONTRACTOR:**

*(Name, legal status and address)*

**Great Falls Builders, Inc.**  
20 Mechanic Street  
Gorham, ME 04038

**SURETY:**

*(Name, legal status and principal place of business)*

**Hartford Casualty Insurance Company**  
**The Hartford - Bond Claim Department**  
One Hartford Plaza, T-4  
Hartford, CT 06155

**OWNER:**

*(Name, legal status and address)*

**Avesta Housing Development Corporation**  
307 Cumberland Avenue  
Portland, ME 04101

**CONSTRUCTION CONTRACT**

Date: July 11, 2012

Amount: THREE MILLION NINE HUNDRED THOUSAND NINE HUNDRED SIXTY FIVE AND NO/100THS DOLLARS (\$3,900,965.00)

Description: Adams School Redevelopment, Portland, ME  
*(Name and location)*

**BOND**

Date: July 11, 2012

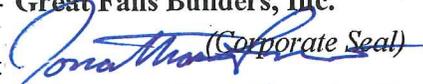
*(Not earlier than Construction Contract Date)*

Amount: THREE MILLION NINE HUNDRED THOUSAND NINE HUNDRED SIXTY FIVE AND NO/100THS DOLLARS (\$3,900,965.00)

Modifications to this Bond: None See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: **Great Falls Builders, Inc.**

Signature:  *(Corporate Seal)*

Name and Title: **Jonathan Smith, P.E.**

**SURETY**

Company: **Hartford Casualty Insurance Company**

Signature:  *(Corporate Seal)*

Name and Title: **Michael P. O'Brien, Attorney-In-Fact**

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY – Name, Address and telephone)*

**AGENT or BROKER:**

The Rowley Agency, Inc.  
P.O. Box 511  
Concord, NH 03302-0511  
(603) 224-2562

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows: MULTIPLE OBLIGEE RIDER

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

Company:

*(Corporate Seal)*

*(Corporate Seal)*

Signature:

Signature:

Name and Title:

Name and Title:

Address

Address



**MULTIPLE OBLIGEE RIDER-PRIME CONTRACT BOND (S)**  
**To Be Attached To And Become A Part of Bond No. 04BCSGG5555**

**RIDER TO PERFORMANCE BOND: ADDITIONAL OBLIGEE (S)**

Whereas, on or about the 11th day of July, 2012, Great Falls Builders, Inc., 20 Mechanic Street, Gorham, ME 04038, as Contractor, entered into a written agreement with Avesta Housing Development Corporation, 307 Cumberland Avenue, Portland, ME 04101 as Owner, for the construction of Adams School Redevelopment, Portland, ME herein referred to as Contract; and

Whereas, Contractor, as Principal, and Hartford Casualty Insurance Company, as Surety, made, executed and delivered to Owner, as Obligee, hereafter called Obligee Owner, their Performance Bond: and

Whereas, Obligee Owner has requested that City of Portland, 389 Congress Street, Portland, ME 04101 and Bangor Savings Bank, 280 Fore Street, Suite 280, Portland, ME 04101, having material interest in the performance of said Contract, be added as Obligee(s) to said Bond and has requested that Principal and Surety join with Obligee Owner in the execution and delivery of this Rider, Principal and Surety agree to do so upon the conditions herein stated.

Now, therefore, in consideration of the premium charged for said Bond and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agrees that City of Portland and Bangor Savings Bank be added to said Bond as Obligee(s), hereafter called Obligee(s) and that Surety's total liability to Obligee Owner and Obligee(s), jointly and severally, is limited in the aggregate to the penal sum of said Bond.

The purpose of this Rider is to extend to Obligee(s) the Surety's guarantee of performance under said Bond of the Contract between Principal and Obligee Owner; therefore, damages recoverable by any Obligee hereunder are expressly limited in character and amount to those damages which have been sustained and which are recoverable by Obligee Owner against Surety under the law of the jurisdiction in which the Contract is to be performed. Further, in no event shall any Obligee have rights under this Rider which exceed those of Obligee Owner.

As a condition precedent to the exercise of any rights hereunder by any Obligee, Principal must be, and be declared by Obligee Owner or one of the Obligees to be in default under the Contract, and shall have had its right to complete the Contract formally terminated, Obligee Owner and Obligee(s) each having performed all of their obligations thereunder.

Surety may at its option make any payments under this Bond jointly to Obligee Owner and Obligee(s). Further, Surety shall have no liability under this Bond to Obligee Owner or

Obligee(s), jointly or severally, unless Oblige Owner or Oblige(s), or any of them, (1) shall have made payments to Principal and each shall have performed all of it's other obligations to Principal, in accordance with the terms of the Contract; and (2) in the event Surety arranges for completion of the Contract upon the default of Principal, shall make payments and perform all other obligations under the Contract to Surety

No right of action shall accrue under this Rider to or for use of any person, corporation or entity other than Oblige Owner and Oblige(s) named herein their heirs, executors, administrators or successors.

**LABOR AND MATERIAL PAYMENT BOND: ADDITIONAL OBLIGEE(S)**

In the event a Labor and Material Payment Bond has been issued by Surety in connection with the Contract, the Oblige(s) named under "Performance Bond" above shall by this Rider be added as named Oblige(s) on said Labor and Material Payment Bond. Said Labor and Material Payment Bond shall in other respects remain unchanged.

Signed and seal this 11th day of July, 20 12.

Witness: Damen K. Sluis  
(Or Secretary's Attest)

Great Falls Builders, Inc. (Seal)  
(Principal)  
By: Jonathan Smith  
(Signature)  
Jonathan Smith, pres  
(Name and Title)  
Hartford Casualty Insurance Company (Seal)  
(Surety)  
\*By: Michael P. O'Brien  
(Signature)  
\*Attach Power of Attorney  
Michael P. O'Brien, Attorney-In-Fact  
(Name and Title)

**ACKNOWLEDGMENT**

Witness: M. Selig  
(Or Secretary's Attest)

Avesta Housing Development Corporation (Seal)  
(Obligee Owner)  
By: Dana Botman  
(Signature)  
Dana Botman, President  
(Name and Title)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-4  
 P.O. BOX 2103, 690 ASYLUM AVENUE  
 HARTFORD, CONNECTICUT 06115  
 call: 888-266-3488 or fax: 860-757-5835

Agency Code: 04-040492

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Daniel E. Church, Paula J. Cantara, Bruce H. Langley, William Ver Planck, John P. Timmeny, John T. Whiting, Michael P. O'Brien*  
 of  
 Concord, NH

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 1<sup>st</sup> day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
 Notary Public  
 My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *July 11<sup>th</sup>, 2012.*  
 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



RECEIVED

JUL 27 2011

PLANNING DEPARTMENT  
SITE PLAN/SUBDIVISION  
PERFORMANCE GUARANTEE  
LETTER OF CREDIT NO. 241

July 13, 2011

Penny St. Louis  
Director of Planning and Development  
City of Portland  
389 Congress Street  
Portland, Maine 04101

Re: Avesta Housing Development Corporation  
307 Cumberland Avenue  
Portland, Maine 04101

Bangor Savings Bank ("Bank") hereby issues its Irrevocable Letter of Credit for the account of **Avesta Housing Development Corporation**, (hereinafter referred to as "Developer"), held for the exclusive benefit of the City of Portland, in the aggregate amount of **\$7,950.00**. These funds represent the estimated cost of installing **site stabilization measures of disturbed areas following demolition of the Adams School at 48 Moody Street ie., loam, seed, and mulch**, and as required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65.

This Letter of Credit is required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 and is intended to satisfy the Developer's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development.

The City, through its Director of Planning and Development and in his/her sole discretion, may draw on this Letter of Credit by presentation of a sight draft and the Letter of Credit and all amendments thereto, up to thirty (30) days before or sixty (60) days after its expiration, stating any one of the following:

1. the Developer has failed to satisfactorily complete the work on the improvements associated with the **site demolition and stabilization**, or
2. the Developer has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
3. the Developer has failed to notify the City for inspections.

1. the Developer has failed to complete any unfinished improvements; or
2. the Developer has failed to correct any defects in workmanship; or
3. the Developer has failed to use durable materials in the construction and installation of the **site stabilization** improvements.

Date: July 19, 2011

By: Diane Donaldson

Diane Donaldson  
Vice President  
Its Duly Authorized Agent

*Diane Donaldson*  
DRC  
7/25/11

## TEMPORARY LICENSE

**THIS TEMPORARY LICENSE** made by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County, State of Maine (hereinafter "**CITY**") and **AVESTA HOUSING DEVELOPMENT CORPORATION**, a Maine corporation with a principal place of business in Portland, Maine and a mailing address of 307 Cumberland Avenue Portland, Maine 04101 (hereinafter "**Avesta**").

**WHEREAS**, **AVESTA** owns property which partially houses the Adams School and is located in the vicinity of 48 Moody Street, Portland, Maine (the "**Property**") as more particularly depicted on the aerial map attached hereto as Exhibit A; and

**WHEREAS**, the **Property** abuts property owned by the **CITY** (the "**City Property**") which also partially houses the Adams School as more particularly depicted on Exhibit A; and

**WHEREAS**, **AVESTA** has been granted approval to demolish the existing Adams School structure located on the **Property** and the **City Property** as described in the letter attached hereto as Exhibit B and shown on Exhibit A; and

**WHEREAS**, in order to complete the aforementioned demolition work, **AVESTA** and its agents must be able to enter upon the **City Property** and demolish the existing Adams School structure; and

**NOW, THEREFORE**, in consideration of the foregoing and the covenants herein contained, the **CITY** hereby grants to **AVESTA** and its agents the following rights:

1. A temporary license for people and machinery to enter in, on and over the **City Property** for the purpose of demolishing the existing Adams School structure located on the **Property** and on **City Property** as depicted and described in Exhibits A and B.
2. **AVESTA** acquires no other rights in and to the **City Property**. This is a temporary license and no provision hereof shall be construed as conveying an easement or other estate in land.
3. The demolition work described herein shall be accomplished by **AVESTA** and its agents at **AVESTA'S** sole cost and expense.
4. To the fullest extent permitted by law, **AVESTA** agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to the demolition described herein and its entry upon the **City Property**, and at all times shall defend, indemnify and hold harmless the **CITY**, its officers, agents and employees from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees), fines, damages or

judgments, just or unjust, that arise out of or are caused, in whole or in part, by **AVESTA** or its agents, constructors and their officers, employees or subcontractors in conjunction with the activities related to the demolition described herein, said claims to include, without being limited to, claims for personal injury or property damage, including damage to **CITY** employees or property. Nothing in this Agreement shall be construed as authorizing **AVESTA** or its agents to hold themselves out as an officer, agent or employee of the **CITY**. The terms of this indemnification provision shall survive termination or revocation of this Agreement.

5. **AVESTA** shall procure and maintain throughout the term of this Agreement general liability insurance in the minimum amount of Four Hundred Thousand (\$400,000.00), combined single limit, covering bodily injury, death, property damage and **AVESTA'S** or its agents' activities hereunder and naming the **CITY** as an additional insured thereon. In conjunction with the execution of this License, **AVESTA** shall deliver a certificate to the **CITY** evidencing said insurance. **AVESTA** shall also provide the **CITY** with no less than thirty (30) days prior written notice of cancellation or non-renewal of said insurance. All insurance policies hereunder shall be primary to any insurance, or self-insurance, maintained by the **CITY**.
6. In the event any damage occurs to the City Property as a result of the demolition work described herein or **AVESTA** and its agent's entry on the City Property, **AVESTA** agrees that it will be responsible for the prompt repair of said damage.
7. This temporary construction license shall expire on **June 17, 2011**, or upon the completion of the work contemplated by this agreement, whichever comes first. Notwithstanding the foregoing, this license may be revoked upon ten (10) days written notice given by the City.

IN WITNESS WHEREOF, the **CITY** and **AVESTA** have set their hand and seals on April 14, 2011.

**CITY OF PORTLAND**

By:   
Patricia Finnigan, Acting City Manager

**AVESTA HOUSING  
DEVELOPMENT CORPORATION**

By:   
Dana Totman, President

STATE OF MAINE  
CUMBERLAND, ss.

Dated: May 3, 2011

Personally appeared the above-named Patricia Finnigan, and gave oath that the foregoing statements made by her are true to the best of her knowledge, information and belief, and where based upon information and belief, she believes the same to be true.

Before me,

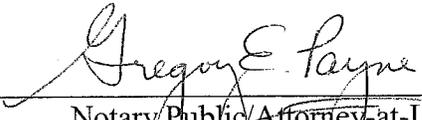
  
\_\_\_\_\_  
Notary Public/Attorney-at-Law ME Bar #9532

STATE OF MAINE  
CUMBERLAND, ss.

Dated: April 14, 2011

Personally appeared the above-named Dana Totman, President of Avesta Housing Development Corporation, and gave oath that the foregoing statements made by him are true to the best of his knowledge, information and belief, and where based upon information and belief, he believes the same to be true.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney-at-Law

Notes:

1. The base map was developed using a digital aerial photograph downloaded from the Maine GIS website.
2. The subject property boundary is approximate and was based on the aerial photograph.
3. Test borings designated B-1 through B-11 were installed during the Phase II ESA field activities completed on 8/17/09 by S.W. Cole. The location of the 8/17/09 test borings are approximate, and based on Sheet No. B-1 entitled "Site and Exploration Location Plan, Phase II ESA, Mirada Adams Community School Property", S.W. Cole, dated 8/27/09.

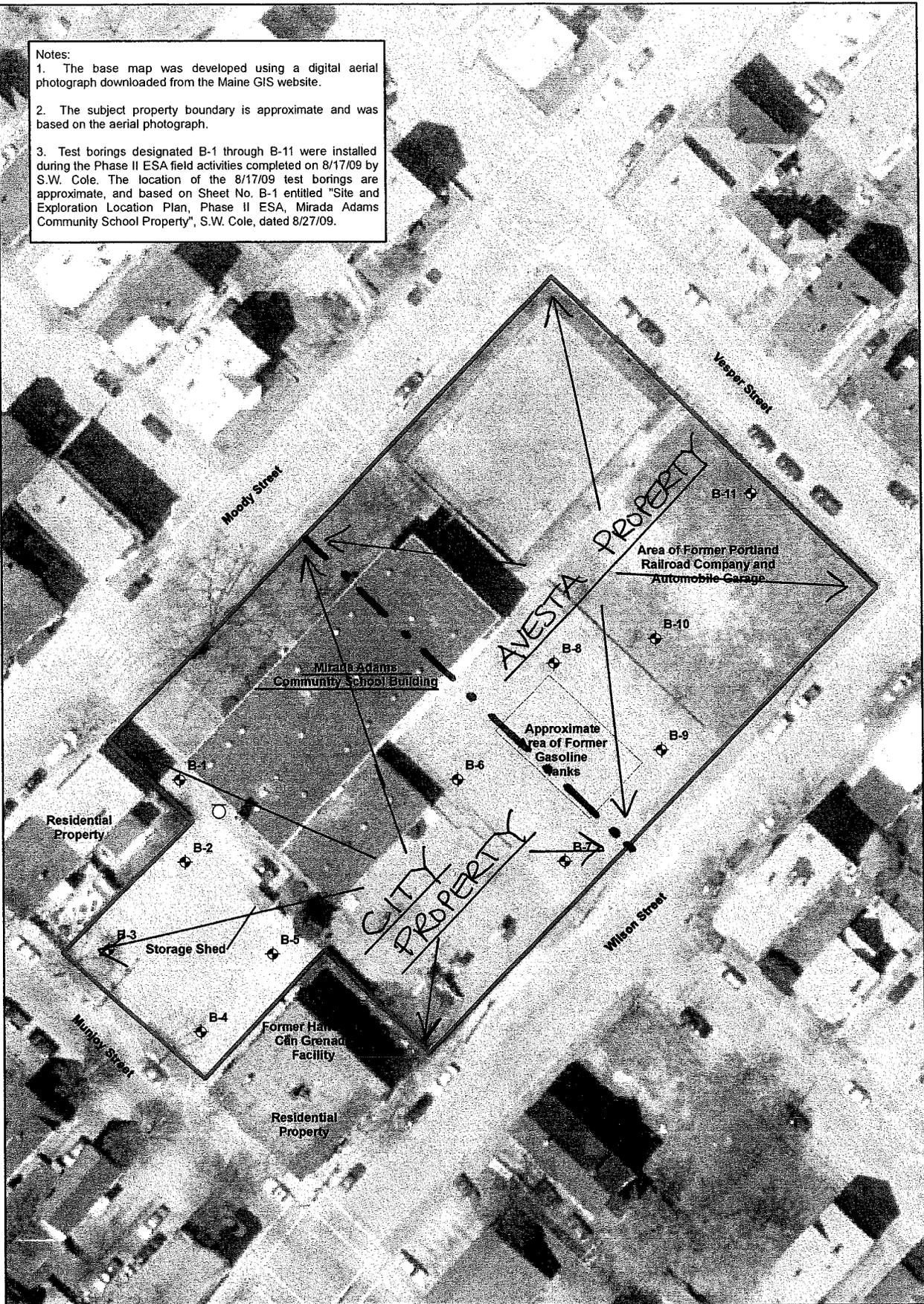


EXHIBIT A

|                 |                     |
|-----------------|---------------------|
| DRAWN BY: MTG   | DATE: 9/2/10        |
| CHECKED BY: JSS | PROJECT: 09001072.3 |

**Credere Associates, LLC**  
 776 Main Street  
 Westbrook, Maine 04092  
 Tel. (207) 828-1272  
 Fax (207) 887-1051

**Figure 2**  
**Detailed Site Plan**  
 Marada Adams  
 Community School Property  
 48 Moody Street  
 Portland, Maine

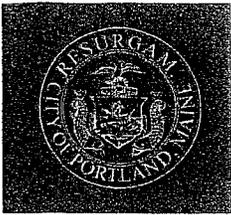
**Legend**

- Subject Property Boundary
- Existing 6,000-Gallon No.2 Fuel Oil Underground Storage Tank
- Test Boring Completed by S.W. Cole

NORTH

0 20 40 80 Feet

1 inch equals 40 feet



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov*

Planning and Urban Development Department  
Penny St. Louis, Director

REC'D MAR 28 2011

March 25, 2011

Ethan Boxer-Macomber  
Avesta Housing  
307 Cumberland Avenue  
Portland, ME 04101

Re: 48 Moody Street, Portland, ME (Former Adams School site) Demolition Permit process

Dear Ethan:

This letter is in answer to your request to obtain a demolition permit prior to site plan and subdivision approval and waiving the performance guarantee requirement at the former Adams School site at 48 Moody Street.

As provided in Section 14-532 of the Portland Land Use Ordinance, this letter serves as the written permission from the Planning and Urban Development Department to commence demolition of structures on the former Adams School site. The commencement of site work is limited to the extent of work listed below. A waiver of the performance guarantee cannot be granted, but please note that the guarantee is to cover stabilization of the site and does not include the full site mitigation.

Under separate cover you will receive a temporary license from the City to enter its property and remove a portion of the school building located thereon. In order to expedite this, it would be beneficial to provide proof of insurance of no less than \$400,000, covering such activity.

The approval for a demolition permit is subject to Avesta receiving all required permits from the Building Inspections and Public Services Department, as well as the conditions of approval listed below.

Extent of Work:

- Demolition of existing structures located at 48 Moody Street, Adams School site.

EXH - B - T  
B

Conditions of approval for demolition:

1. Provide a performance guarantee acceptable to the City prior to conducting any demolition of buildings. In the event that the current project (beyond demolition work) does not move forward, the performance guarantee must be sufficient to stabilize the site for erosion and sedimentation including, but not limited to, site grading, loaming, seeding, and mulching all disturbed areas of the entire site.
2. An erosion control plan shall be submitted to provide protection from site erosion for all down gradient off site locations. The erosion control plan shall be reviewed and approved by the Planning Authority.
3. The applicant will conduct a pre-demolition meeting with representatives of the Planning Division and Public Services authorities prior to conducting any demolition work or occupying any public rights of way.
4. The applicant will receive Public Services approvals and permits for the abandoned sewer lateral, sidewalk closures, and on-street parking closures. A pedestrian routing plan must be provided prior to the issuance of any permits. The plan may be adjusted at the City's request. Initial pedestrian rerouting and parking closures will be formalized at a pre-demolition meeting with Planning and Public Services authorities, and amendments to the plans may be required from time to time as work progresses to address safety or neighborhood concerns that may arise.
5. The applicant will work with City authorities to minimize closure of all street sidewalks and access to the on-street parking. This will be accomplished by delaying installation of construction fencing along all streets until actual demolition activity is about to occur.

We look forward to continuing with a collaborative effort to ensure a successful redevelopment of your site. If you have any questions, please contact Philip DiPierro, Development Review Coordinator at (207) 874-8632 or [pd@portlandmaine.gov](mailto:pd@portlandmaine.gov).

Sincerely,



Penny St. Louis  
Director of Planning and Urban Development

CC: Alex Jaegerman, Planning Division Director – via email  
Barbara Barhydt, Development Review Manager – via email  
Jean Fraser, Planner – via email  
Philip DiPierro, Development Review Coordinator – via email  
Danielle West-Chuhta, Associate Corporation Counsel – via email  
Tammy Munson, Inspections Division – via email  
Marge Schmuckal, Zoning Administrator – via email  
Dave Margolis-Pineo, Deputy City Engineer – via email

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/14/2011

PRODUCER (207) 774-6257 FAX: (207) 774-2994  
**Clark Insurance**  
 2385 Congress Street  
 P O Box 3543  
 Portland ME 04104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
**Avesta Housing Development Corporation**  
 and as per Named Insured Schedule  
 307 Cumberland Avenue  
 Portland ME 04101

| INSURERS AFFORDING COVERAGE                 | NAIC # |
|---|--------|
| INSURER A: <b>Acadia Insurance Company</b>  | 31325  |
| INSURER B: <b>Federal Insurance Company</b> | 20281  |
| INSURER C: <b>Maine Employers Mutual</b>    | 11149  |
| INSURER D:                                  |        |
| INSURER E:                                  |        |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADD'L LTR/INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------------------|---|---------------|----------------------------------|-----------------------------------|--|
| A                    | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | CPP0298254    | 9/1/2010                         | 9/1/2011                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|                      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | CAA0298258    | 9/1/2010                         | 9/1/2011                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| B                    | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  | 7987-6138     | 9/1/2010                         | 9/1/2011                          | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$<br>\$   |
|                      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | 1810060746    | 9/13/2010                        | 9/13/2011                         | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                               |
|                      | OTHER   |               |                                  |                                   |  |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Marada Adams School, 48 Moody Street, Portland ME

The City of Portland is Additional Insured under General Liability with respect to this location.

## CERTIFICATE HOLDER

City of Portland  
 389 Congress Street  
 Portland, ME 04101

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey Lind/BVXW



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life* • [www.portlandmaine.gov](http://www.portlandmaine.gov)

**Planning & Urban Development Department**  
Penny St. Louis Littell, Director

**Planning Division**  
Alexander Jaegerman, Director

March 26, 2009

Ethan Boxer-Macomber  
Avesta Housing  
307 Cumberland Avenue  
Portland, ME 04101

Re: 48 Moody Street, Portland, ME (Former Adams School site) Demolition Permit process

Dear Ethan,

This letter is in answer to your request to obtain a demolition permit prior to site plan and subdivision approval and waiving the performance guarantee requirement at the former Adams School site at 48 Moody Street.

As provided in Section 14-532 of the Portland Land Use Ordinance, this letter serves as the written permission from the Planning and Urban Development Department to commence demolition of structures on the former Adams School site. The commencement of site work is limited to the extent of work listed below. A waiver of the performance guarantee cannot be granted, but please note that the guarantee is to cover stabilization of the site and does not include the full site mitigation. The approval for a demolition permit is subject your firm's receiving all required permits from the Building Inspections and Public Services Department, as well as the conditions of approval listed below.

Extent of Work:

- Demolition of existing structures located at 48 Moody Street, Adams School site.

Conditions of approval for demolition:

1. Provide a performance guarantee acceptable to the City prior to conducting any demolition of buildings. In the event that the current project (beyond demolition work) does not move forward, the performance guarantee must be sufficient to

- stabilize the site for erosion and sedimentation including, but not limited to, site grading, loaming, seeding, and mulching all disturbed areas of the entire site.
2. An erosion control plan shall be submitted to provide protection from site erosion for all down gradient off site locations. The erosion control plan shall be reviewed and approved by the Planning Authority.
  3. The applicant will conduct a pre-demolition meeting with representatives of the Planning Division and Public Services authorities prior to conducting any demolition work or occupying any public rights of way.
  4. The applicant will receive Public Services approvals and permits for the abandoned sewer lateral, sidewalk closures, and on-street parking closures. A pedestrian routing plan must be provided prior to the issuance of any permits. The plan may be adjusted at the City's request. Initial pedestrian rerouting and parking closures will be formalized at a pre-demolition meeting with Planning and Public Services authorities, and amendments to the plans may be required from time to time as work progresses to address safety or neighborhood concerns that may arise.
  5. The applicant will work with City authorities to minimize closure of all street sidewalks and access to the on-street parking. This will be accomplished by delaying installation of construction fencing along all streets until actual demolition activity is about to occur.

We look forward to continuing with a collaborative effort to ensure a successful redevelopment of your site. If you have any questions, please contact Philip DiPierro, Development Review Coordinator at (207) 874-8632 or [pd@portlandmaine.gov](mailto:pd@portlandmaine.gov).

Sincerely,

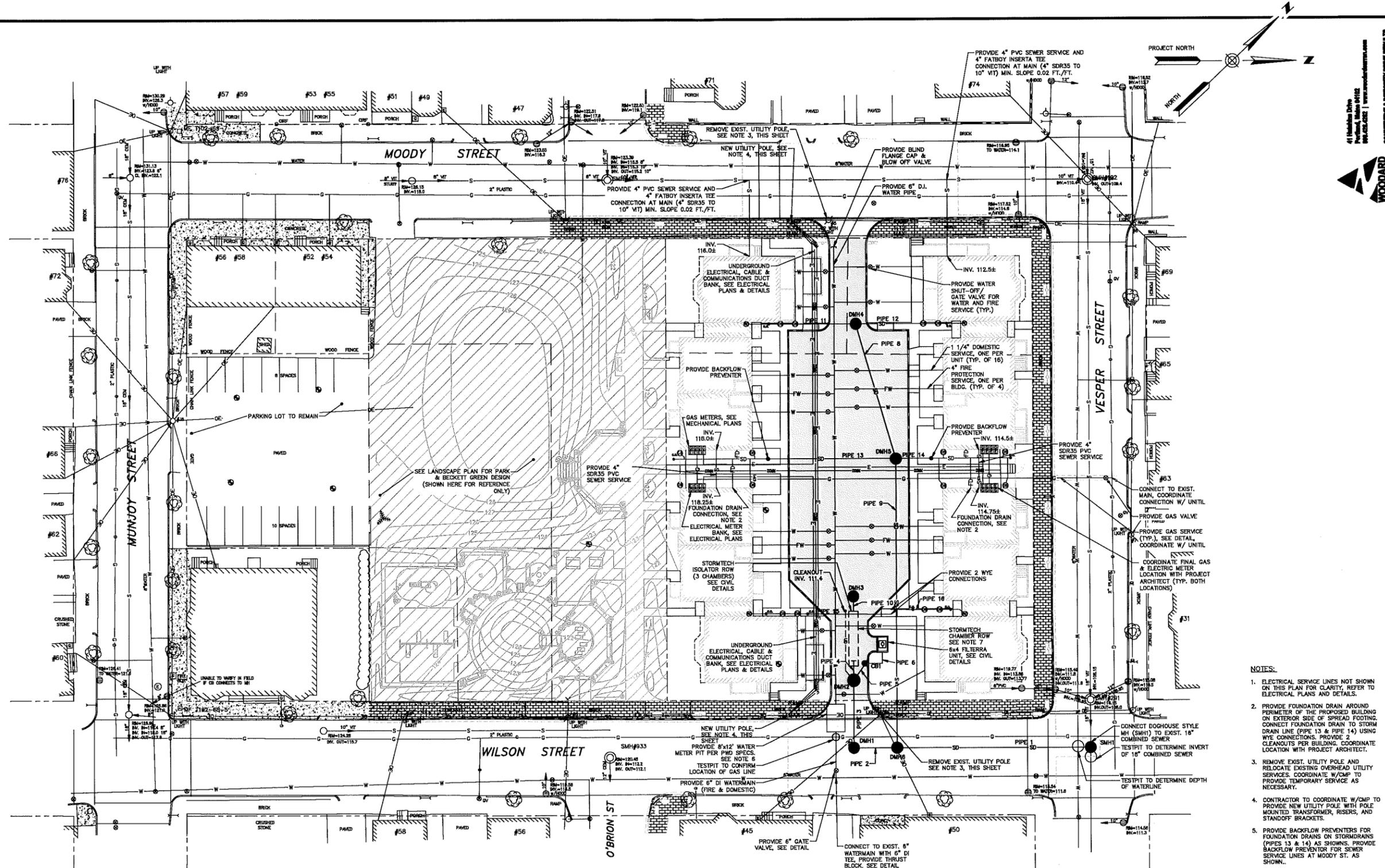
Penny St. Louis,  
Director of Planning and Urban Development

CC:

Alex Jaegerman, Planning Division Director  
Barbara Barhydt, Development Review Manager  
Jean Fraser, Planner  
Philip DiPierro, Development Review Coordinator  
Danielle West-Chuhta, Associate Corporation Counsel  
Tammy Munson, Inspections Division  
Marge Schmuckal, Zoning Administrator  
Dave Margolis-Pineo, Deputy City Engineer

BMCDEVITT

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- NOTES:
- ELECTRICAL SERVICE LINES NOT SHOWN ON THIS PLAN FOR CLARITY, REFER TO ELECTRICAL PLANS AND DETAILS.
  - PROVIDE FOUNDATION DRAIN AROUND PERIMETER OF THE PROPOSED BUILDING ON EXTERIOR SIDE OF SPREAD FOOTING. CONNECT FOUNDATION DRAIN TO STORM DRAIN LINE (PIPE 13 & PIPE 14) USING WYE CONNECTIONS. PROVIDE 2" CLEANOUTS PER BUILDING. COORDINATE LOCATION WITH PROJECT ARCHITECT.
  - REMOVE EXIST. UTILITY POLE AND RELOCATE EXISTING OVERHEAD UTILITY SERVICES. COORDINATE W/CMP TO PROVIDE TEMPORARY SERVICE AS NECESSARY.
  - CONTRACTOR TO COORDINATE W/CMP TO PROVIDE NEW UTILITY POLE WITH POLE MOUNTED TRANSFORMER, RISERS, AND STANDOFF BRACKETS.
  - PROVIDE BACKFLOW PREVENTERS FOR FOUNDATION DRAINS ON STORMDRAINS (PIPES 13 & 14) AS SHOWN. PROVIDE BACKFLOW PREVENTOR FOR SEWER SERVICE LINES AT MOODY ST. AS SHOWN.
  - PROVIDE 6"x12" METER PIT WITH FIRE SERVICE METER MODEL F4000 BY ELSTER. METER AND METER PIT SHALL BE IN CONFORMANCE WITH ALL FPD SPECIFICATIONS. CONTRACTOR SHALL PROVIDE ANTI-FLOTATION CALCULATIONS FOR METER PIT. STAMPED BY A LICENSED PROFESSIONAL ENGINEER.
  - PROVIDE STORMTECH ISOLATOR ROW IN ACCORDANCE WITH DETAILS. PROVIDE MINIMUM 2" SEPARATION AND 2" RIGID INSULATION BETWEEN STORMTECH CHAMBER AND ALL UTILITY CROSSINGS.
  - CONTRACTOR TO COORDINATE WATER, GAS AND ELECTRICAL SERVICES WITH GRAVITY SEWER AND STORM DRAIN LINES. PROVIDE OFFSETS AS NECESSARY TO ACHIEVE SEPARATION PER FPD, UNTIL AND CMP STANDARDS. PROVIDE INSULATION AND CONCRETE PER DETAILS.

| PIPE TABLE |                |        |       |
|------------|----------------|--------|-------|
| PIPE NAME  | SIZE           | LENGTH | SLOPE |
| PIPE 1     | 18" SDR35 PVC  | 80'    | 0.013 |
| PIPE 2     | 18" SDR35 PVC  | 15'    | 0.005 |
| PIPE 3     | 18" SDR35 PVC  | 25'    | 0.005 |
| PIPE 4     | 24" SDR35 HDPE | 4'     | 0.000 |
| PIPE 5     | 10" SDR35 PVC  | 5'     | 0.021 |
| PIPE 6     | 6" SDR35 PVC   | 10'    | 0.040 |
| PIPE 7     | 8" PVC UD      | 28'    | 0.005 |
| PIPE 8     | 10" SDR35 PVC  | 57'    | 0.027 |
| PIPE 9     | 10" SDR35 PVC  | 122'   | 0.033 |
| PIPE 10    | 24" SDR35 HDPE | 4'     | 0.312 |

| PIPE TABLE |        |        |        |
|------------|--------|--------|--------|
| PIPE NAME  | SIZE   | LENGTH | SLOPE  |
| PIPE 11    | 6" PVC | 45'    | 0.010  |
| PIPE 12    | 6" PVC | 45'    | 0.010  |
| PIPE 13    | 6" PVC | 95'    | 0.010* |
| PIPE 14    | 6" PVC | 50'    | 0.010* |
| PIPE 15    | 6" PVC | 62'    | 0.010  |
| PIPE 16    | 6" PVC | 33'    | 0.010  |

| STRUCTURE TABLE |       |        |  |  |
|-----------------|-------|--------|--|--|
| NAME            | DIA.  | RIM**  | INV IN./SIZE/FROM  | INV OUT./SIZE/TO   |
| CB1             | 4'    | 118.50 | 114.95 6"SDR35 PVC FILTERA                                 | 112.22 10"SDR35 PVC DMH2                                   |
| DMH1            | 4'    | 118.44 | 109.42 18"SDR35 PVC DMH2                                   | 109.32 18"SDR35 PVC DMH6                                   |
| DMH2            | 5'    | 118.40 | 112.12 10"SDR35 PVC CB1<br>109.62 8" PVC UD                | 110.12 24"SDR35 HDPE STORMTECH<br>108.55 18"SDR35 PVC DMH1 |
| DMH3            | 4'    | 119.90 | 110.24 24"SDR35 HDPE                                       |  |
| DMH4            | 4'    | 121.90 | 116.17 6" PVC<br>116.17 6" PVC                             | 115.64 10"SDR35 PVC DMH5                                   |
| DMH5            | 4'    | 120.60 | 114.09 10"SDR35 PVC DMH4<br>114.42 8" PVC<br>114.42 8" PVC | 113.99 10"SDR35 PVC DMH6                                   |
| DMH6            | 4'    | 117.98 | 110.02 10"SDR35 PVC DMH5<br>109.25 18"SDR35 PVC DMH1       | 109.15 18"SDR35 PVC SMH1                                   |
| FILTERA         | 6"x6" | 118.85 | SEE GRADING DETAIL SHT. C-3                                | 115.35 6"SDR35 PVC CB1                                     |
| SMH1            | 4'    | 115.97 | 108.00 18"EXIST. FIELD VER.<br>108.10 18"SDR35 PVC DMH8    | 108.00 18"EXIST.   |

WEIR HEIGHT: 113.12

\* FIELD VERIFY AND ADJUST SLOPES AS NECESSARY TO ACCOMMODATE FOUNDATION DRAIN CONNECTION.  
 \*\*FIELD VERIFY AND ADJUST RIM AS NECESSARY TO MATCH FINAL GRADES.



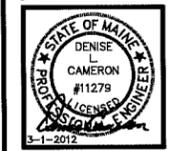
**PDT ARCHITECTS**  
 40 DARTMOUTH STREET  
 PORTLAND, MAINE 04101  
 207-776-1099  
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**WOODARD & CURRAN**  
 CONSULTING & INTERESTED ENGINEERS

41 Middle Street  
 Portland, Maine 04102  
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**AVESTA - Adams School Site Redevelopment**  
 PORTLAND, MAINE



JOB NO.  
08-056

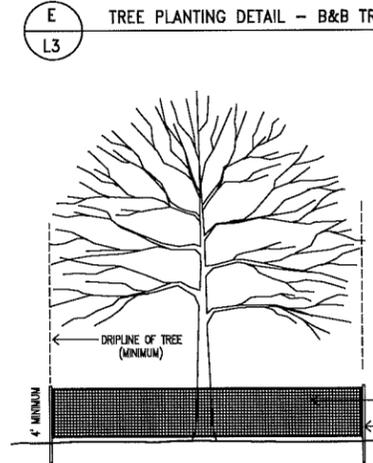
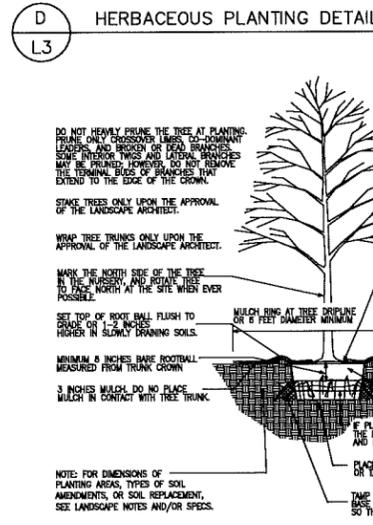
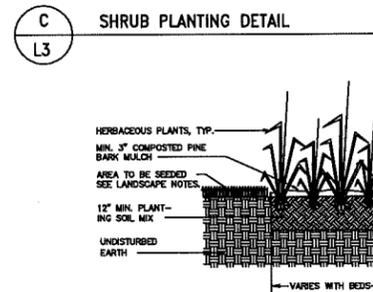
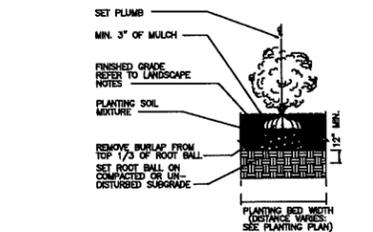
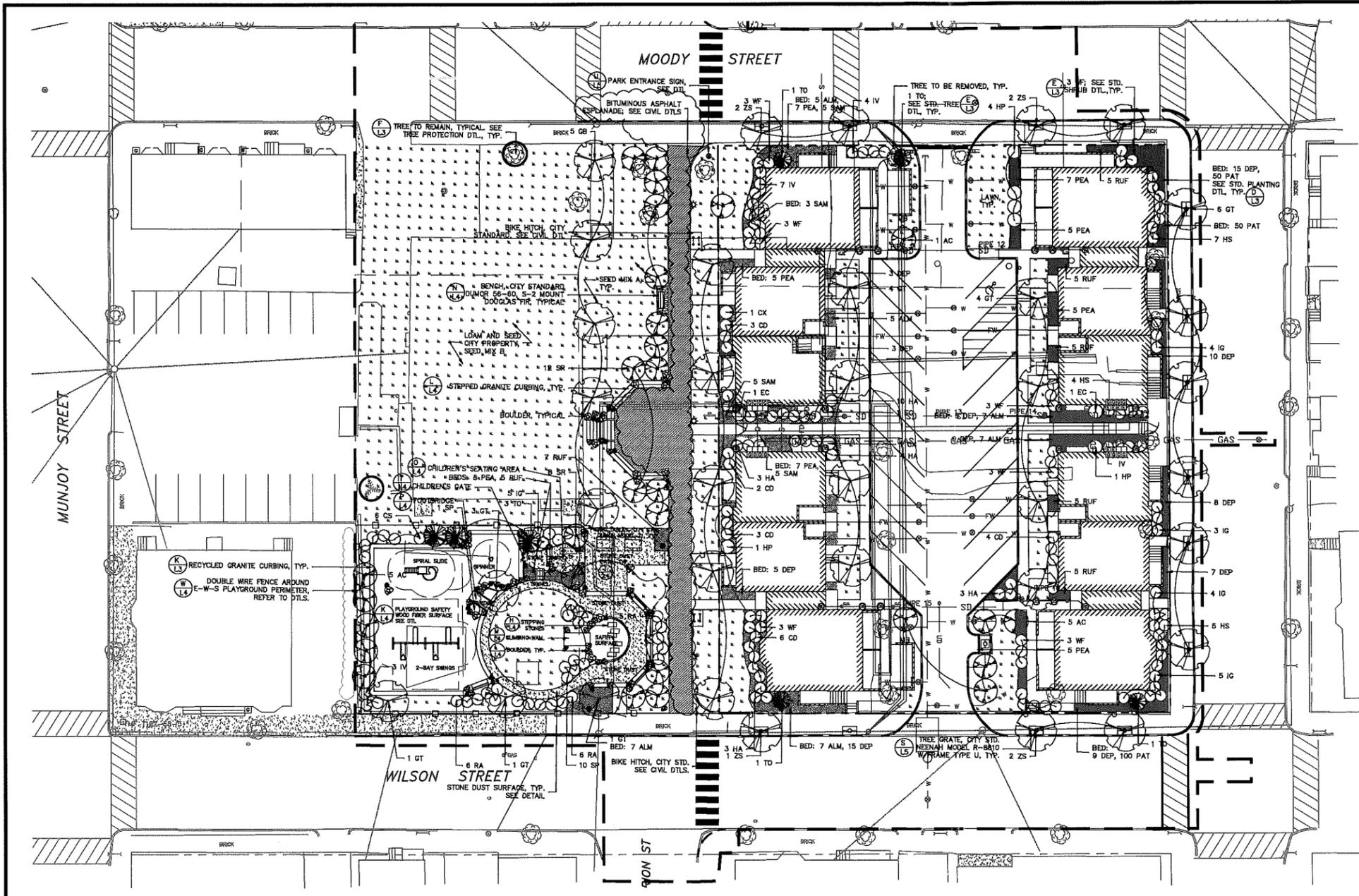
DRWN. CHK  
BCM DLC

SCALE:  
1" = 20'

ISSUE  
MARCH 1, 2012

TITLE  
UTILITY PLAN

SHEET  
C4



**Regina S. Leonard**  
Landscape Architecture & Design  
28 Bridge Street  
Topsham, Me 04088  
Tel. 207-468-8790  
regina@rsl.com

**PDT ARCHITECTS**  
40 DARTMOUTH STREET  
PORTLAND, MAINE 04101  
207-776-1050  
www.pdtarch.com

**REVISIONS**  
REVISION #1 DATE: 6.16.12  
Explained change in pavement

**Adams School Redevelopment**  
PORTLAND, MAINE

LANDSCAPE ARCHITECT  
REGINA S. LEONARD  
STATE OF MAINE

JOB NO.  
08-056

DRAWN: CHK  
RSL PDT

SCALE:  
1"=20'

ISSUE  
3/05/12

TITLE  
LANDSCAPE PLAN

SHEET

L3

**SITE PLANTINGS**

| SYM.  | QTY. | BOTANICAL NAME                  | COMMON NAME            | SIZE/COND.  |
|---|------|---------------------------------|------------------------|-------------|
| <b>TREES</b>  |      |                                 |                        |             |
| AC  | 3    | Amelanchier canadensis          | Serviceberry           | 6'-8' clump |
| CB  | 8    | Carpinus betulus 'Fastigiata'   | European Hornbeam      | 2.5" cal.   |
| CX  | 2    | Cotinus x. 'Grace'              | Grace Smokebush        | #7 pot      |
| GT  | 20   | Gleditsia t. var. 'Inermis'     | Thornless Honey Locust | 2.5" cal.   |
| GB  | 5    | Ginkgo b. 'Magyar'              | Magyar Ginkgo          | 2.5" cal.   |
| SR  | 12   | Syringa reticulata 'Ivory Silk' | Japanese Lilac         | 6'-8' clump |
| TO  | 6    | Thuja o. 'Dauglassii'           | Douglas Arborvitae     | 6'-8' ht.   |
| ZS  | 7    | Zelkova s. 'Wireless'           | Wireless Zelkova       | 2.5" cal.   |
| <b>SHRUBS</b>   |      |                                 |                        |             |
| CD  | 21   | Caryopteris 'Dark Knight'       | Blue Mist Spirea       | #3 pot      |
| CS  | 6    | Cornus sericea 'Farrow'         | Red-twig Dogwood       | #3 pot      |
| EC  | 3    | Enkianthus campanulatus         | Redvein Enkianthus     | 2.5"-3" ht. |
| HP  | 6    | Hydrangea 'White Moth'          | White Moth Hydrangea   | #3 pot      |
| HA  | 20   | Hydrangea arborescens           | Smooth Hydrangea       | #3 pot      |
| HS  | 18   | Hydrangea a. 'Samantha'         | Samantha Hydrangea     | #3 pot      |
| IV  | 14   | Itea virginica 'Little Henry'   | Sweetspire             | #3 pot      |
| IG  | 16   | Ilex glabra 'Compacta'          | Dwarf Inkberry         | #3 pot      |
| RA  | 17   | Rhus a. 'Gro-Low'               | Fragrant Sumac         | #3 pot      |
| SP  | 11   | Salix p. 'Nana'                 | Dwarf Arctic Willow    | #3 pot      |
| WF  | 12   | Welgela fl. 'Variegata Nana'    | Dwarf Var. Weigela     | #3 pot      |
| <b>HERBACEOUS PLANTS</b>  |      |                                 |                        |             |
| ALM   | 38   | Alchemilla mollis               | Lady's Mantle          | 2 qt.       |
| DEP   | 84   | Dennstaedia punctiloba          | Hayscented Fern        | 2 qt.       |
| PAT   | 200  | Pachysandra t. 'Green Sheen'    | Pachysandra            | 100/Bat     |
| PEA   | 44   | Pennisetum al. 'Horneln'        | Dwarf Fountain Grass   | 2 qt.       |
| RUF   | 32   | Rudbeckia f. 'Goldsturm'        | Black-eyed Susan       | 2 qt.       |
| SAM   | 18   | Salvia v. 'May Night'           | May Night Salvia       | 2 qt.       |
| <b>SEED MIXES</b>   |      |                                 |                        |             |
| A Yardscaping Mix : Supplier: Allen, Sterling & Lothrop, Falmouth, ME Tel. 207-781-4142<br>Application Rate: 1 lb/200 sq. ft.                               |      |                                 |                        |             |
| B New England Wildlife/Conservation Mix:<br>Supplier: NE Wetland Plants, Inc.; Amherst, MA Tel. 413-548-8000<br>Application Rate: 1 lb/1750 sq.ft. (spring) |      |                                 |                        |             |

- Planting Notes**
- All materials shall conform to the guidelines established by the American Association of Nurserymen.
  - In the case of any discrepancies between species and quantities called out in the planting key and those shown on the plan, quantities and species shown on the plan shall over-ride.
  - All planting shall be done in accordance with acceptable horticultural practices.
  - All plants subject to approval by landscape architect. All substitutions must be submitted for approval by landscape architect prior to ordering or delivery of plant material on site. Landscape architect reserves the right to reject any plantings that do not conform to the drawings or specifications outlined herein.
  - Landscape Architect shall approve final placement of all plant materials and reserves the right to make field adjustments to plantings as necessary.
  - Existing trees to remain shall be protected at the drip-line and as shown in the Tree Protection Detail to prevent damage and compaction of the root system. No grading, soil disturbance, or storage of materials or equipment shall occur within the drip-line unless otherwise shown on plans. Any excavation within such areas shall be performed with special care to avoid damage of the root system, trunk or branches. In case of consequential damage to any trees designated to remain, the contractor shall assume full responsibility for replacement in-kind or payment of financial restitution, as determined most appropriate by the City's representative.
  - Planting pits shall consist of 3 parts fertile, friable loam amended with 1 part organic compost: Earthlife by New England Organics, Falmouth, ME, tel. 207-781-5011, or approved equal.
  - Finish grade of plantings shall match adjacent finish grades unless otherwise noted on drawings or directed and/or approved by the landscape architect.
  - No plant shall be put into the ground before rough grading has been finished and approved by the landscape architect or owner's representative.
  - All plants shall be set plumb unless otherwise specified.
  - All plantings shall be topped with a minimum of 3" of surface mulch. See written specifications.
  - All disturbed areas not otherwise planted shall be seeded as follows: Areas to remain lawn, as noted on the plan, shall receive "Seed Mix A" as noted in the Site Plantings Key.
  - Contractor shall water all plants thoroughly twice during the first 24-hour period after planting. All plants and newly grassed areas shall be watered as required thereafter to ensure survival and growth through the first growing season.
  - Plant material shall be guaranteed by the contractor for a period of one year from the date of installation. During the one year guarantee, the contractor shall replace, in kind, any dead, diseased, or substandard plant material at no cost to the owner. The contractor shall receive final acceptance from the owner following the one year guarantee, provided the provisions of the plant guarantee have been satisfactorily met.
  - The Contractor shall assume responsibility to ensure that all work is performed in compliance with all State and Local requirements.

FOR BIDDING - NOT FOR CONSTRUCTION

