

20-C-9

127 Fore Street

Residence Inn

Norwich Partners, LLC.

The approval is based on the submitted site plan and the findings related to site plan and subdivision review standards as contained in Planning Report #24-07, which is attached.

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

- ✓ 1. Where submission drawings are available in electronic form, the applicant shall submit any available electronic AutoCAD files (*.dwg), release 14 or greater, with seven (7) sets of the final plans.
2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.
3. 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.
4. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
5. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Work'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.
6. 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.)

The 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 the Planning Division 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 there are any questions, please contact Bill Needelman, Senior Planner at 874-8722.

Sincerely,



Michael J. Patterson, Chair
Portland Planning Board

- cc: Lee D. Urban, Planning and Development Department Director
Alexander Jaegerman, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Bill Needelman, Senior Planner
Philip DiPierro, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Michael Bobinsky, Public Works Director
Jeanie Bourke, Inspections Division
Kathi Earley, Public Works
Bill Clark, Public works
Jim Carmody, Transportation Manager
Michael Farmer, Public Works
Jessica Hanscom, Public Works
Jeff Tarling, City Arborist
Captain Greg Cass, Fire Prevention
Assessor's Office
Approval Letter File

PLANNING BOARD REPORT #24-07

RESIDENCE INN BY MARRIOTT HOTEL

**SUBDIVISION, MAJOR SITE PLAN AND TRAFFIC MOVEMENT PERMIT
REVIEW**

IN THE VICINITY OF FORE STREET AND HANCOCK STREET

**NORWICH PARTNERS, LLC., AND ARA AFTANDILIAN, SUMMIT HOTEL
PROPERTIES, INC. APPLICANTS**

Submitted to:
Portland Planning Board
June 8, 2007

For the:
June 12, 2007 Public Hearing

Submitted by:
Bill Needelman, Senior Planner

Extended Stay Hotel, Fore Street and Hancock Street

I. INTRODUCTION

Background

Summit Hotel Properties, and Norwich Partners, LLC request a public hearing with the Planning Board to review a 180 room hotel proposal for the corner of Fore Street and Hancock Street extension. The project site is currently a portion of the Shipyard Brewery complex. The site is entirely located within the B-5b zone.

The project is to be reviewed under the standards for major site plan, and as an amended subdivision (associated with the recent Longfellow Garage project, also formerly a portion of the Shipyard Brewery site.) The project additionally requires an MDOT Traffic Movement Permit to be reviewed by the Board under delegated authority.

The Planning staff is concurrently reviewing an administrative amendment to the Shipyard Brewery site plan associated with the subdivision and reconfiguration of the brewery warehousing associated with the hotel proposal.

The Board has held two workshops on the proposal on January 23, and March 13, 2007. This project was previously noticed for the May 8 public hearing to 143 area property owners as well as having been advertised in the Portland Press Herald and on the City website. At the May 8 meeting, the project was tabled to a date and time certain to the June 12, 2007 meeting.

Site Description

Prior to the Longfellow Garage subdivision, the Shipyard Brewery site contained approximately four acres. With the extension of Hancock Street from Middle Street to Fore Street, the site was split leaving the brewery operations and the proposed hotel site located on the remaining easterly block of land. The hotel site is proposed as a roughly triangular 34,000 square foot out-parcel cut from the remaining brewery site located along both the Hancock Street and Fore Street rights of way.

The Shipyard site was previously developed for heavy industrial manufacturing by the Crosby-Laughlin company. The hotel portion of the site is currently occupied by a metal sided storage building connected to the brewery on the westerly side of the site. A five-story vacant warehouse was recently demolished toward the easterly end of the site, with the vacant portions of the site having been used for commercial parking and random storage associated with the brewery. At the previous workshop, Planning Board members requested a copy of the previously approved brewery site plan. Copies of this plan will be provided to the board at the public hearing under separate cover.

Proposed Development

The five-story, 133,000 square foot, 180 room hotel proposed for the site is intended as an "extended stay" facility, marketed toward business and vacation travelers who plan to stay for more than one or two nights. Its construction will require removal of the metal sided storage building referenced above as well as other operational and circulation changes for the brewery. Associated brewery site plan amendments are provided in the plan set Attachment A.4.

The main pedestrian entry of the proposed hotel is shown at the Fore Street and Hancock Street corner. Vehicles are provided with an internal valet/drop-off circle drive located at the center of the Fore Street façade, which also serves as a pedestrian entrance. Service vehicles are provided access to the brewery site via an existing curb cut on Fore Street to the east of the hotel serving both hotel deliveries and pick up of solid waste.

Both pedestrian entries access a lobby/common area on the first floor. A 2500 square foot retail space is proposed at the Fore Street frontage adjacent to the Hancock Street corner. Given that there is a +/- eight foot drop from Middle Street to Fore Street, there are no pedestrian entrances proposed to along Hancock Street. Meeting rooms are shown along both the Fore Street and Hancock Street frontages. The balance of the first floor includes service uses, a pool, and guest rooms at the rear. A revised ground level floor plan is provided in Attachment B.

Upper floors are dominated by guest rooms wrapping the exterior of the building on all sides.

The exterior design shows a traditional, classically influenced composition. In addition to the previously provided drawings, please find colored renderings provided in plan set Attachment F. At the previous workshop, Urban Designer, Carrie Marsh, provided a design review memo for the Board's consideration included in Attachment 10. The new architectural plans provided (Attachment B) respond to the comments in Ms. Marsh's memo by providing detail but retaining the design of the building. Additionally, as requested, the applicants have provided material samples (photos included in Attachment G.2) along with architectural context and similar project examples.

One design issue raised at the previous meeting was the design of a corner tower feature provided at the northerly end of the Hancock Street façade. This feature will become the terminating view of Middle Street as seen from India Street and is proposed to be illuminated at night. Ms. Marsh's memo questioned how well integrated the feature is with the main portion of the building and Board members also raised this issue at the previous workshop. The applicant continues to propose the tower feature as previously designed.

The Board should note that the construction of Hancock Street extension is to be performed by the City, though the project will provide sidewalks and lighting. The Fore Street frontage of the site is to be improved with new 10 foot wide brick sidewalks.

Zoning:

As stated above, the site is located in the B-5b zone. Building heights are allowed to be 65 feet and buildings are required to be located within 10 feet of adjacent street rights of way. The proposal satisfies these requirements and hotels are a permitted use in the B-5b.

Additionally, as a building of over 100,000 square feet, the project is required to provide an off-street loading facility. As noted above, loading for the hotel is proposed to be accommodated from the adjacent brewery site. Zoning Administrator, Marge Schmuckal indicates that this will satisfy the off-street loading requirements of the code as long as there is a satisfactory easement provided to ensure long-term access for hotel loading needs. Easement language for the loading area is provided in the applicant's written statement (Attachment 1a) and shown on the subdivision plan. Please see the subdivision discussion below.

Subdivision:

As stated in the introduction, the project is an out-parcel of the Shipyard Brewery site and is to be reviewed as an amendment to the recent Longfellow Garage subdivision. The draft subdivision plan is provided in Attachment C. It is required that all functional easements required by both the brewery and hotel sites to be shown and adequately notated on the subdivision plan. In addition to the loading easement noted above, the applicant's written statement includes easement language from the brewery site to the hotel site ensuring a 10 foot "no-build" strip north of the proposed hotel (which would also accommodate a revised drainage plan for the brewery.) Additionally, the subdivision plan shows the location of subsurface foundation structures in areas noted as "foundation easements." City Corporation Counsel may request that these areas be noted as "license" areas as they would be revocable if the building were ever removed. The plan as shown also requires a signature block for the Planning Board and a condition of approval requiring a revised recording plat is suggested in the motions below.

Shipyard Brewery Site Plan:

The Shipyard Brewery site plan has evolved over time as a collection of Board and staff approved changes to the old Crosby Laughlin site. With the proposed division of the hotel parcel, the site for the brewery, as well as its building configuration due to the removal of the metal-sided shed building, will change significantly. However, given that the hotel site is proposed over the footprint of a recently removed vacant build and much of this portion of the site was dedicated to off-site parking uses, the functional impacts to the brewery are not as great as one might imagine.

Included as Attachment D is a conceptual site plan revision for the brewery showing revised parking, and a revised stormwater system for the brewery's southeasterly parking and circulation areas. This image is provided as the minimum necessary site improvements on the remaining Brewery site needed for the hotel. Should these improvements not be executed by the Brewery, they are shown here as a necessary component of the hotel project. Board members should note that a new Brewery building

addition, previously shown at the March workshop, is not part of this proposal but is currently under review for minor site plan by the Planning staff.

Traffic, Circulation and Parking:

Traffic:

As stated above, the project requires a Traffic Movement Permit and the applicant has provided a Traffic Impact Study (Attachment 3). The findings of the study have been reviewed by the City traffic engineering staff and consultants and there is a general agreement that the existing street system, with little augmentation, will accommodate the traffic generate by the proposal.

The traffic movement permit is required due to the projected peak hour volume of traffic, which is estimated as follows: AM weekday, 88 trips; PM weekday, 118 trips; Saturday peak hour, 159 trips. Given that the parking is to be provided at the Longfellow Garage, projected vehicle trips will be distributed between the hotel entry and the Middle Street entrance to the garage. Truck, waste pick-up, and service deliveries utilize a Fore Street curb cut located to the east of the hotel.

The Traffic Impact Study suggests that the majority of impacts will be felt at the Middle Street/India Street intersection. While the incremental impacts of the proposal do not yet warrant major changes to the intersection, taken in conjunction with other traffic changes and future traffic growth, improvements are anticipated. The City has been recently asking developers in the area to contribute funds toward future improvements to the India Street area as well as toward future monitoring of traffic to identify problems as they might develop. Consulting traffic engineer, Tom Errico has provided suggestions for contributions (based on comparative impacts to other area developments) as follows:

\$4,000 toward improvements at the India Street/Middle Street intersection
\$4,500 towards the conduct of a neighborhood traffic monitoring study

To ensure coordination between the adjacent Riverwalk projects (the Ocean Gateway Garage and the Longfellow condominium project), City traffic staff requested a pavement marking plan for Fore Street between India Street and Mountfort Street. As provided in Attachment E, the center stripe on Fore Street shows a slight offset at the Hancock Street intersection. Traffic staff request that the plan be revised to eliminate the offset. It appears that this can be accommodated with no further revisions to on-street parking or curb line designs. Traffic staff further suggest that the implementation of the plan, including design and material (removing existing conflicting painting, application of new paint, signs, and other miscellaneous items), is the responsibility of the applicant.

Pedestrians:

As stated above, new 10 foot wide brick sidewalk (expanded from 9 feet previously) is proposed for Fore Street along the parcel frontage and the developer is responsible for the brick sidewalk associated with the Hancock Street extension. City Traffic Engineer, Jim Carmody, had previously asked for additional detail as to the relative elevations of the valet area, sidewalk and Fore Street to ensure that the pedestrian experience for people walking in front of the valet area retains the feeling of sidewalk as opposed to driveway.

With the current site plan (Attachment A.2), Mr. Carmody's concerns have been met. A detail of valet drop-off area is shown on the site plan. The plan also shows metal bollards at the sidewalk to protect pedestrians. At the previous meeting, Board members asked that management of the area include provisions for addressing cars queuing onto the sidewalk. The applicant has not provided any additional information on this issue and the Board may want to further explore management of the valet area with the applicant.

Parking:

In general, the site is provided with no on-site parking with the project having secured a commitment to rent 140 spaces in the proposed Longfellow Garage. The terms of the final parking lease for these spaces will be needed for review and approval of Corporation Council prior to issuance of a building permit. A condition of approval is suggested in the minutes.

As a development over 50,000 square feet, the amount of parking is to be determined by the Planning Board. The City review staff, including traffic engineering and the parking manager, has not expressed concern with the proposed parking numbers.

Stormwater:

Currently, the site is 100% impervious and discharges through subsurface collection and surface sheet flow into the Fore Street combined sewer system. A revised stormwater management report is provided in Attachment 8. The stormwater design for the site has been coordinated with Public Works' design of Hancock Street and the recently constructed Ocean gateway system. Originally, the applicant proposed to discharge stormwater into the combined Fore Street system, but Public Works requested that the new separated Hancock system be utilized (as designed, the new Hancock Street system will cross Fore Street and join the separated Ocean Gateway system which provides water quality treatment prior to outletting into the harbor.) Capacity limitations in the Ocean Gateway system require that the hotel (and other private developments – including the Longfellow projects and the Village Café site) utilize on-site underground stormwater detention.

The applicants have designed the detention system to Public Works specifications and the engineering review staff recommends its approval. As designed, the stormwater detention unit would require a license from the City.

Utilities:

Stormwater and sewer are proposed to route into the proposed Hancock Street system in separate lines. Capacity for the storm system is well understood (see above), but the applicant has not yet received a sanitary sewer capacity letter.

Gas and water are to be accessed from existing lines in Fore Street. A water capacity letter has been requested, but has not yet been supplied.

The project proposes to use underground electrical lines and vaults within the Hancock Street extension. The proposed electrical distribution system shown on the utility plan (Attachment A.2) is currently under evaluation and redesign by Central Maine Power.

Given the amount of construction activity in the Eastern Waterfront area, CMP has requested that an integrated distribution system for the area be developed and that work has begun. Staff suggests the following language in the motions section to ensure coordination of electrical work between the various projects. "The applicant shall submit a revised utility plan for underground electrical/telephone/cable connections to Public Works for review and approval prior to issuance of a building permit. This plan shall be coordinated and integrated with an electrical distribution plan under development for the district."

Landscaping and Lighting:

Landscaping plans have been provided in Attachment D. These plans show street tree locations, street light locations, treatment of the "Longfellow" stone (see below), pavement changes at the valet area and limited site plantings. The "details" sheet also shows the type of decorative fencing, bollard details and tree grate style and installation. The City Arborist recommends approval of these plans.

The proposed street lights are to be an "esplanade" fixture on a pole type consistent with the Longfellow project (noted on the site plan, Attachment A.2.) Building mounted lights are proposed and are intended to up-light the building as would shielded cornice lighting. Photometrics for the architectural lighting are provided with the architectural plans (Attachment B4, with cornice lighting details, B.5, B6). A waiver of the cut-off fixture requirements is needed for building up-lighting and a motion is suggested below. The applicant significantly reduced the amount of up-lighting originally proposed and the current design appears consistent with up-lighting approved for other buildings on the peninsula, including the nearby Hilton Garden hotel. Building mounted lighting fixture details will be provided at the Public Hearing.

Historic Features:

The site is of special historic significance to Portland as the birthplace of Henry Wadsworth Longfellow. While the Federal-styled Longfellow house was demolished in the 1950's, a commemorative stone marks the site and retains an historic easement requiring its maintenance. The Longfellow stone's relocation has been provided in the redevelopment plan for the hotel site and its treatment is shown in the landscape plans.

Public Works engineering staff recommends that the final location of the stone be confirmed in the field prior to installation. A suggested condition of approval is included in the motions.

II. STAFF REVIEW OF APPLICABLE STANDARDS

A. Site Plan Standards Review

Please note that the standards are shown in italics with staff comments provided below.

Sec. 14-526. Standards.

Traffic and Parking

- (1) *The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets and ways; and the incremental volume of traffic will not create or aggravate any significant hazard to safety at or to and including intersections in any direction where traffic could be expected to be impacted; and will not cause traffic congestion on any street which reduces the level of service below Level "D" as described in the 1985 Highway Capacity Manual published by the Transportation Research Board of the National Research Council, a copy of which manual is on file with the public works authority, or substantially increase congestion on any street which is already at a level of service below Level "D";*

The traffic and circulation for the project is described above. The project is not anticipated to reduce levels of service to below "D" assuming improvements to be constructed as part of other approved projects in the area. Please see the traffic discussion above.

- (2)
 - a. NA
 - b. *Where construction is proposed of new structures having a total floor area in excess of fifty thousand (50,000) square feet, the planning board shall establish the parking requirement for such structures. The parking requirement shall be determined based upon a parking analysis submitted by the applicant, which shall be reviewed by the city traffic engineer, and upon the recommendation of the city traffic engineer.*

The parking supply is anticipated to be sufficient for the proposed project and is located in a site appropriate to serve the project.

- (3)(4) *The bulk, location or height of proposed buildings and structures.*

The bulk, height and location of the proposed structure are not anticipated to cause harm to or substantially diminish the value of neighboring structures.

- (5) *The development will not overburden the sewers, sanitary and storm drains, water, solid waste disposal or similar public facilities and utilities;*

The proposal has been designed to integrate with the planned and newly developed infrastructure in the Eastern Waterfront area. As stated above, design for electrical distribution for the area is still under development.

Utility capacity letters for sewer and water are needed be provided prior to issuance of a building permit.

- (6) *The on-site landscaping provides adequate buffering between the development and neighboring properties so as to adequately protect each from any detrimental features of the other;*

The proposed landscape plan has been developed with the input of the City arborist and has been designed in conjunction with neighboring development.

- (7) *The site plan minimizes, to the extent feasible, any disturbance or destruction of significant existing vegetation;*

There is no significant vegetation on site.

- (8) *The site plan does not create any significant soil and drainage problems, whether on- or off-site, and adequately provides for control of erosion and sedimentation during construction and afterward;*

The submittal contains a sedimentation and control plan that has received review and a recommendation for approval by City review staff.

- (9) *The provision for exterior lighting will not be hazardous to motorists traveling on adjacent public streets; is adequate for the safety of occupants or users of the site; and such lighting will not cause significant glare or direct spillover onto adjacent properties and complies with the applicable specifications of the City of Portland Technical and Design Standards and Guidelines;*

Site lighting is described above and is not anticipate to create glare or significant tress pass. Up-lighting and non-cutoff fixtures require a waiver of the technical standards.

- (10) *The development will not create fire or other safety hazards and provides adequate access to the site and to the buildings on the site for emergency vehicles;*

An existing hydrant is located at the corner of Fore and Mountfort Street and the building is to be fully sprinklered.

- (11) *The proposed development is designed so as to be consistent with off-premises infrastructure, existing or planned by the city;*

As stated previously, the site has been anticipated for intensive redevelopment as part of the Eastern Waterfront Master Plan and is consistent with existing and planned off-site infrastructure.

(12) NA

(13) NA

(14) NA

(15) NA

(16) NA

(17) The applicant has submitted all information required by this article and the development complies with all applicable provisions of this Code;

With the exception of utility capacity letters, the project application is complete.

(18) If any part of a proposed structure or object is within one hundred (100) feet of any landmark, historic district, or historic landscape district...

The site is not within 100 feet of any designated landmarks or sites. Please see the discussion of the Longfellow commemorative stone.

(19) View corridors: The placement and massing of proposed development shall not substantially obstruct those public views to landmarks and natural features from those locations identified on the View Corridor Protection Plan, a copy of which is on file in the department of planning and urban development;

No identified view corridors are impacted

(20) The proposed development shall have no adverse impact upon the existing natural resources including groundwater quantity and quality, surface water quantity and quality, wetlands, unusual natural areas, and wildlife and fisheries habitats. Stormwater runoff from paved areas shall be treated to the extent practicable to minimize contaminants;

There are no existing natural resources and with the conversion of gravel and paved parking to roof run-off, the stormwater exiting the site should be significantly cleaner. Additionally, by utilizing the new Hancock Street stormwater system the project is removing stormwater from the Fore Street combine sewer and treating stormwater prior to discharge to the harbor.

(21) The proposed development shall not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

No groundwater impacts are anticipated

(22) Signs:

Signage information has been provided on the architectural plans (Attachment B.2) and appears consistent with other approved hotel projects in the downtown. Final sign approval will not be provided until an application is made to the Inspections Division for a sign permit.

(23) NA

(24) All major or minor businesses shall meet the following requirements:

- a. *Signs: Signs shall not adversely affect visibility at intersections or access drives. Such signs shall be constructed, installed and maintained so as to ensure the safety of the public. Such signs shall advertise only services or goods available on the premises.*

The signs shown are consistent with this standard.

- b. *Circulation: No ingress or egress driveways shall be located within thirty (30) feet from an intersection. No entrance or exit for vehicles shall be in such proximity to a playground, school, church, other places of public assembly, or any residential zone that the nearness poses a threat or potential danger to the safety of the public.*

Please see traffic section above.

- c. *Drive-up features:*

The valet area, while technically not a “drive thru” is designed to reasonably minimize impacts to the sidewalk and Fore Street.

- d. *Car washes:*

NA

(25) NA

(26) *Development located in the B-5 and B-5b zones shall meet the following additional standards:*

- a. *Shared infrastructure:*

The project provides shared parking and loading for other uses in the vicinity, as suggested by this standard.

- b. *Buildings and uses shall be located close to the street where practicable. Corner lots shall fill into the corner and shall provide an architectural presence and focus to mark the corner.*

The proposed hotel is consistent with this standard.

- c. *Buildings shall be oriented toward the street and shall include prominent facades with windows and entrances oriented toward the street. Uses that include public access to a building or commercial/office uses in mixed-use developments shall be oriented toward major streets whenever possible.*

Given the change in grade on Hancock Street, there are no entrances provided. However, the proposal includes generous clear glazing on both

street fronts and a prominent entrance at the Fore Street/Hancock Street corner.

- d. *Parking lots shall be located to the maximum extent practicable toward the rear of the property and shall be located along property lines where joint use or combined parking areas with abutting properties are proposed or anticipated.*

No surface lots are proposed.

- e. *Modifications to siting standards for the B-5 zone: In the B-5 zone, the planning board may modify or waive standards a. through d. of this subsection as may be reasonably necessary to suit the operational or marketing needs of the user(s) of the property.*

NA

4. Subdivision Review under Sec. 14-497

(a) *Review criteria. When reviewing any subdivision for approval, the planning board shall consider, among others, the following review criteria and before granting approval shall determine that the proposed subdivision:*

- (1) *Will not result in undue water or air pollution. In making this determination it shall at least consider the elevation of land above sea level and its relation to the flood plains, the nature of soils and subsoils and their ability to adequately support waste disposal; the slope of the land and its effect on effluents; the availability of streams for disposal of effluents; the conformity to the applicable state and local health and water resources regulations;*

No undue pollution is anticipated. Given the reduction in flow of stormwater to the combined system, fewer raw sewer overflows are hoped for at the India Street outfall.

- (2) *Has sufficient water available for the reasonably foreseeable needs of the subdivision;*

A water capacity letter is needed. Water supply for the area is not anticipated to be a problem

- (3) *Will not cause unreasonable burden on an existing water supply;*

A sewer capacity letter is needed. Given the reduced stormwater flow to the combined system from this and surrounding projects (as provided by the Hancock Street separated line) sewer capacity for the Eastern Waterfront is not anticipated to be a problem.

- (4) *Will not cause unreasonable soil erosion or reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result;*

Please see the site plan section above.

- (5) *Will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highway or public roads existing or proposed;*

Please see the site plan section above.

- (6) *Will provide for adequate sanitary waste and storm water disposal and will not cause an unreasonable burden on municipal services if they are utilized;*

Please see the site plan section above.

- (7) *Will not cause an unreasonable burden on the ability of the city to dispose of solid waste and sewage if municipal services are to be utilized;*

Solid waste is the responsibility of the developer. For sewage, please see the site plan section above.

- (8) *Will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the department of inland fisheries and wildlife or by the city, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline. For subdivisions within historic districts designated pursuant to article IX of this chapter, the planning board shall apply the standards of section 14-651(c) of article IX. (Standards for review of construction) The planning board may request that the historic preservation committee prepare an evaluation of the proposed subdivision based upon the standards of section 14-651(c);*

Please see the discussion above regarding the Longfellow birthplace commemorative stone.

- (9) *Is in conformance with the land development plan or its successor;*

The development of a hotel use on the Shipyard Brewery site is consistent with the policies and schematic development plans shown in the Eastern Waterfront Master Plan.

- (10) *The subdivider has adequate financial and technical capacity to meet the standards of this section;*

Please see Attachment 1.b of the May 2, 2007 submission.

- (11) *Whenever situated, in whole or in part, within the watershed of any pond or lake or within two hundred fifty (250) feet of any wetland, great pond or river as defined in Title 38, chapter 3, subchapter I, article 2-B, will not adversely affect the quality of such body of water or unreasonably affect the shoreline of such body of water;*

Adverse impacts to coastal wetlands are not anticipated. As noted above, CSO impacts may be reduced.

- (12) *Will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater;*

Please see the site plan section above.

- (13) *Is or is not in a flood-prone area,*

NA

- (14) *Wetlands*

NA

- (15) *River, stream or brook*

NA

III. RECOMEDATIONS

Subject to the conditions of approval suggested below, Planning Staff recommends approval of the Residence Inn project as consistent with the applicable standards for review and as a project consistent with the policies of the Eastern Waterfront Master Plan.

IV. MOTIONS FOR CONSIDERATION

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #24-07 relevant to standards for site plan, subdivision regulations, and other findings, the Planning Board makes the following motions:

A. Traffic Movement Permit

The Planning Board finds that the project is in conformance with the standards of a Traffic Movement Permit subject to the following condition of approval:

- i. *The applicant shall contribute \$4,000 toward improvements at the India Street/Middle Street intersection and \$4,500 towards the conduct of a neighborhood traffic monitoring study with the contribution to be placed in an escrow account. If the escrow money is not used within ten years of the escrow agreement date, the money shall be returned to the applicant.*
- ii. *That the applicant provides a revised pavement marking plan for Fore Street between India Street and Mountfort Street for review and approval*

by City traffic staff. Implementation of the plan, including design and material (removing existing conflicting painting, application of new paint, signs, and other miscellaneous items), is the responsibility of the applicant.

C. Subdivision

The Planning Board finds that the plan is in conformance with the subdivision standards of the land use code subject to the following condition of approval:

- i. That the applicant provides a recording plat for Planning Board signature prior to issuance of a building permit.*

D. Waivers

1. Stormwater Quantity Standard

The Planning Board finds that an increase in the stormwater flow in the City drainage system will not cause negative downstream impacts, and therefore waives the technical standards for stormwater quantity.

2. Lighting Standard

The Planning Board finds that the architectural lighting proposed by the applicant (namely uplighting of the building face and cornice shown on Attachments B.4, B5, and B.6) will not cause undue glare or light trespass, and therefore waives the full cutoff requirement for these fixtures in the locations shown on the submitted lighting plan.

E. Site Plan

The Planning Board finds that the plan is in conformance with the Site Plan Standards of the Land Use Code subject to the following conditions of approval:

- i. The applicant shall submit the terms of the final lease for parking spaces in the Ocean Gateway Garage for review and approval of Corporation Counsel prior to issuance of a building permit. An executed lease for the spaces must be provided prior to issuance of a certificate of occupancy of the hotel.*
- ii. The applicant shall submit a revised utility plan for underground electrical/telephone/cable connections to Public Works for review and approval prior to issuance of a building permit. This plan shall be coordinated and integrated with an electrical distribution plan under development for the district.*

- iii. *The applicant shall obtain all necessary licenses for activities in public rights of way, including foundations, utility work, awnings and overhangs.*
- iv. *The final location of the Longfellow commemorative stone is be coordinated and confirmed in the field with Public Works prior to installation.*
- v. *Utility capacity letters for sewer and water shall be provided prior to issuance of a building permit.*

Attachments:

1. Application – November 14, 2006
 - 1.a Written Statement
 - 1.b Financial and Technical Capacity
 - 1.c Updated review response and previous written statements (June, 1, May 2, February 15, 2007 and November 14, 2006)
 2. Right Title and Interest
 3. Traffic Material – Traffic Impact Study – February 6, 2007
 4. Utility Capacity letter requests – (Cable TV received)
 5. Natural Areas review request
 6. Historic Resources review request
 - 7.a Neighborhood Meeting information
 - 7.b Munjoy Hill Neighborhood Association Org. letter of concern re. Sidewalks
 8. Stormwater Management Report
 9. Traffic Review memos – Preliminary - January 18, 2007
Traffic Permit Scoping Meeting notes (Gorrill Palmer)
Update for contribution amounts – March 7, 2007
 10. Urban Design memo – Updated – March 8, 2007
 11. Engineering Review memo – Preliminary – December 6, 2006
Updated – March 8, 2007
-
- A. Site Plans, Details, and Watershed Plans – Pre and Post Development
 - B. Architectural Plans and Elevations
 - C. Subdivision Plan – Draft
 - D. Landscape Plans
 - E. Traffic Lane Assignment and Pavement Marking Plan
 - F. Architectural Renderings
 - G. Architectural Materials, Context and Comparative Projects



PORTLAND MAINE

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Finance Department
Ellen Sanborn, Director

June 17, 2009

TD Banknorth, N.A.
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

Re: Chapin Realty, LLC – Fore & Hancock Street Extension
Letter of Credit No. 0242446492 dated February 22, 2008

This is to inform you that I am authorizing the reduction in the above-named letter of credit by the amount of \$85,553.50, which leaves a balance of \$30,528.50 remaining.

If you require any further information, please let me know.

Sincerely,

Ellen Sanborn
Finance Director

ES:mmm

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator

From: Todd Merkle
To: jbumps@ledgewoodconstruction.com
Date: 5/27/2009 9:29:57 AM
Subject: list - Pre pre final

A pre-pre final inspection was conducted by Greg Vining and myself and we found the following items that need attention. This list is not a final inspection list.

1. There are no domes in the handicap ramp on Hancock St near Middle St.
2. The street lights and bases need to be installed. (some form of lighting will be required for a temp CO if permanent fixtures are not available).
3. The tree grate needs to be replaced where it is bent on Hancock St.
4. Trees need to be installed.
5. The filter fabric at the curb Joints need to be cut back. Clean all equipment, dumpsters, fencing out of the right of way of Hancock St.
6. The bricks at the driveway on Fore Street needs to have the 12" strip of bit. pavement installed.
7. Pavement needs to be installed at the end of the sidewalk at Shipyard entrance on Fore St.
8. Reset the sidewalk on the oppisite side of Fore St. at Mountfort.
9. CB#1 and DMH#2 are private structures and need to have a license agreement with the City since they are in the City Right of Way and are private.
10. There is a 1"-2" gap on the uphill side of the CMP vault on Hancock St.
11. All street signs (stop, parking meter posts, No Parking any time etc.) needs to be installed per City Standards, contact Lucie Cote 874-8891 for location and orientation to the curb line.
12. All painting of crosswalks etc. need to be finished.
13. Electronic and mylar as-built drawings need to be submitted to public Services.
14. Have Hancock St area cleaned and ready for pavement for June 15,2009.

Please get these items corrected and let us know when you would like a final inspection conducted. You can contact me at 650-6228 or Phil DiPierro at 874-8632 to schedule the final inspection. These items do not have to be completed to move furniture and equipment in as long as no one is staying overnite in the building.

Thanks!
Todd

CC: Gregory Vining; Michael Collins ; Philip DiPierro

Marriott

page ① Out Side Schedule.

3-26-09

List of Items.

Shaw Bros.

weest gutter Bssms + Pipe

River Jectz Rock + Edging w/ soils.

Running vine Fence.

Fence atop of Retaining wall.

Bituminous sidewalk under lay. Fore st.

City issue with asphalt area Hancock to Drop off.

Redo curb damage

Redo grade curb @ radius exit door.

Longfellow rock placement.

Sidewalk pavers installed.

Place curbing @ Fore St. Drop off to shipyard.

Install Gates @ Dumpster pad

Concrete Bases @ Bollard Lights.

Remove Temp power pole.

Surface Asphalt as required.

Landscaping / Plantings

Cusco Trips

Conditions of Approval

From: Michael Collins
To: Wallace, Benjamin
Date: 3/25/2009 8:26:25 AM
Subject: Marriot 127 Fore St.

Good morning gentlemen;

There is a pre-final meeting scheduled at on Wednesday April 1, 2009, at 10:00 AM in Ledgewood's temporary office on India St., to discuss requirements for the C/O inspection later next month.

I forgot to include the date.

Hope you can all be there.
Thanks

CC: Collins , Michael; DiPierro , Philip; Gautreau, Keith; Merkle, Todd

DEVELOPMENT REVIEW COORDINATOR
POST APPROVAL PROJECT CHECKLIST

Date: 12/18/08

Project Name: Marriott Residence Inn Hotel

Project Address: 127 Fore Str.

Site Plan ID Number: 2006-0226

Planning Board/Authority Approval Date: 6/12/07

Site Plan Approval Date: 6/12/07

Performance Guarantee Accepted: 2/26/08

Inspection Fee Paid: 2/26/08

MCGP/Chapter 500 Stormwater PBR: _____

Plans/CADD Drawings Submitted: 12/20/07

Pre-Construction Meeting: 2/13/08

Conditions of Approval Met: _____

As-Builts Submitted: _____

Public Services Sign Off: _____

Certificate of Occupancy Memo Processed:
(Temporary or Permanent)

PG reduced 12/22/08 - Balance \$ 116,082

Performance Guarantee to Defect Guarantee: _____

Defect Guarantee Released: _____



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Finance Department
Ellen Sanborn, Director

December 22, 2008

TD Banknorth, N.A.
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

Re: Chapin Realty, LLC – Fore and Hancock Street Extension
Letter of Credit No. 0242446492 dated February 22, 2008

This is to inform you that I am authorizing the reduction in the above-named letter of credit by the amount of \$189,203.00, which leaves a balance of \$116,082.00 remaining.

If you require any further information, please let me know.

Sincerely,

Ellen Sanborn
Finance Director

ES:mma

cc: ~~Barbara Barhydt~~, Development Review Services Manager
~~Philip DiPierro~~, Development Review Coordinator



PORTLAND, MAINE

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

Planning and Urban Development
Penny St. Louis Littell, Director

Planning Division
Alexander Jaegerman, Director

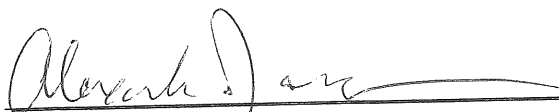
TO: Ellen Sanborn, Finance Department
FROM: Alexander Jaegerman, Planning Division Director
DATE: December 18, 2008
SUBJECT: Request for Reduction of Performance Guarantee
Marriott Residence Inn, 127 Fore Street
Chapin Realty, LLC

(ID# 2006-0226 Lead CBL#020 C 009001)

Please reduce the letter of credit #242446492 for the Marriott Residence Inn, at 127 Fore Street.

Original Amount	\$305,285.00
<u>This Reduction</u>	<u>\$189,203.00</u>
Remaining Balance	\$116,082.00

This is the first reduction for the project.

Approved: 
Alexander Jaegerman
Planning Division Director

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator
File: Urban Insight

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

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 2/13/08

Name of Project: Residence Inn by Marriott Hotel

Address/Location: 127 Fore Street (Intersection of Fore and Hancock)

Developer: Chapin Realty LLC c/o Summit Hotel Properties, Inc.

Form of Performance Guarantee: Bank Escrow

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

TO BE FILLED OUT BY THE APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road						
Granite Curbing	257 LF	43.60	11,205	160 LF	43.60	6,976
6,976 Sidewalks	4,500 SF	7.50	33,750			
Esplanades						
Monuments						
Street Lighting	8 ea	2,376	19,008			
Street Opening Repairs	35 tns	135.15	4,730			
Other (concrete pads)				210 SF	10.77	2,262
Other (valet area pavers)				1,350 SF	11.701	15,795
2. EARTH WORK						
Cut				6,440 CY	6.89	44,371
Fill				1,542 CY	35	53,970
3. SANITARY SEWER						
Manholes						
Piping	39 LF	30.10	1,174			
Connections	1 ea	667	667			
Main Line Piping						
House Sewer Service Piping						
Pump Stations						
Other						
4. WATER MAINS	72 LF	213.08	15,341			
5. STORM DRAINAGE						
Manholes	1 ea	2,705	2,705	1 ea	2,705	2,705
Catchbasins	1 ea	2,407	2,407			
Piping	109 LF	30.70	3,346	91 LF	30.70	2,793
Detention Basin				1 ea	52,732	52,732
Stormwater Quality Units						
Other (field inlets)				3 ea	1,500	4,500

6. SITE LIGHTING	_____	_____	_____	_____	_____	_____
7. EROSION CONTROL						
Silt Fence	_____	_____	2,829	460 LF	6.15	2829 NO
2,829	_____	_____	_____	_____	_____	_____
Check Dams	_____	_____	_____	_____	_____	_____
Ripe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	_____	_____	_____
Geotextile	_____	_____	_____	_____	_____	_____
Hay Bale Barriers	_____	_____	_____	460 LF	6.15	2829 NO
2,829	_____	_____	_____	_____	_____	_____
Catch Basin Inlet Protection	_____	_____	_____	6 ea	250	1,500 NO
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING	13 trees	500	6,500	3,273 SF		11,190
(Attach breakdown of plant materials, quantities, and unit costs)						
			\$ 30,370			\$ 158,833
10. MISCELLANEOUS	_____	_____	_____	_____	_____	_____
TOTAL:	_____	\$ 100,833	_____	_____	\$ 204,452	_____
GRAND TOTAL:	_____	\$ 305,285	_____	_____	_____	_____

Reduction Amount 12/18/08
\$189,203

INSPECTION FEE (to be filled out by the City)

Hold \$116,082

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 2.0% of totals:	_____ \$ 2,016 _____	_____ \$ 4,089 _____	_____ \$ 6,105 _____
or			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	_____
	(name)	(name)	

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

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 2/13/08

Name of Project: Residence Inn by Marriott Hotel

Address/Location: 145 Fore Street (Intersection of Fore and Hancock)

Developer: Norwich Partners of Portland LLC c/o Summit Hotel Properties, Inc.

Form of Performance Guarantee: Bank Escrow

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

TO BE FILLED OUT BY THE APPLICANT:

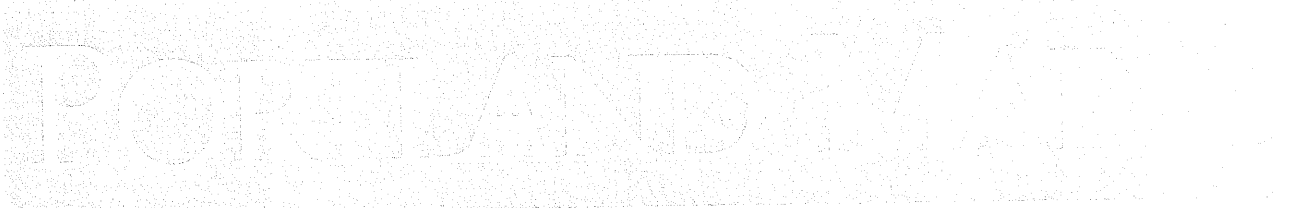
<u>Item</u>	<u>PUBLIC</u>			<u>PRIVATE</u>		
	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
1. STREET/SIDEWALK						
Road	<u>257 LF</u>	<u>43.60</u>	<u>11,205</u>	<u>160 LF</u>	<u>43.60</u>	<u>6,976</u>
Granite Curbing	<u>4,500 SF</u>	<u>7.50</u>	<u>33,750</u>			
Sidewalks						
Esplanades						
Monuments						
Street Lighting	<u>8 ea</u>	<u>2,376</u>	<u>19,008</u>			
Street Opening Repairs	<u>35 tns</u>	<u>135.15</u>	<u>4,730</u>			
Other (concrete pads)				<u>210 SF</u>	<u>10.77</u>	<u>2,262</u>
Other (valet area pavers)				<u>1,350 SF</u>	<u>11.701</u>	<u>15,795</u>
2. EARTH WORK						
Cut				<u>6,440 CY</u>	<u>6.89</u>	<u>44,371</u>
Fill				<u>1,542 CY</u>	<u>35</u>	<u>53,970</u>
3. SANITARY SEWER						
Manholes						
Piping	<u>39 LF</u>	<u>30.10</u>	<u>1,174</u>			
Connections	<u>1 ea</u>	<u>667</u>	<u>667</u>			
Main Line Piping						
House Sewer Service Piping						
Pump Stations						
Other						
4. WATER MAINS	<u>72 LF</u>	<u>213.08</u>	<u>15,341</u>			
5. STORM DRAINAGE						
Manholes	<u>1 ea</u>	<u>2,705</u>	<u>2,705</u>	<u>1 ea</u>	<u>2,705</u>	<u>2,705</u>
Catchbasins	<u>1 ea</u>	<u>2,407</u>	<u>2,407</u>			
Piping	<u>109 LF</u>	<u>30.70</u>	<u>3,346</u>	<u>91 LF</u>	<u>30.70</u>	<u>2,793</u>
Detention Basin				<u>1 ea</u>	<u>52,732</u>	<u>52,732</u>
Stormwater Quality Units						
Other (field inlets)				<u>3 ea</u>	<u>1,500</u>	<u>4,500</u>

6. SITE LIGHTING	_____	_____	_____	_____	_____	_____
7. EROSION CONTROL	_____	_____	_____	_____	_____	_____
Silt Fence	_____	_____	_____	✓ 460 LF	6.15	2,829
Check Dams	_____	_____	_____	_____	_____	_____
Ripe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	_____	_____	_____
Geotextile	_____	_____	_____	✓ 460 LF	6.15	2,829
Hay Bale Barriers	_____	_____	_____	✓ 6 ea	250	1,500
Catch Basin Inlet Protection	_____	_____	_____	_____	_____	_____
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING	✓ 13 trees	500	6,500	✓ 3,273 SF	3.41	11,190
(Attach breakdown of plant materials, quantities, and unit costs)						
10. MISCELLANEOUS	_____	_____	_____	_____	_____	_____
TOTAL:	_____	\$ 100,833	_____	_____	\$ 204,452	_____
GRAND TOTAL:	_____	\$ 305,285	_____	_____	_____	_____

Total \$ 305,285 ok 2/14/08

INSPECTION FEE (to be filled out by the City)

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 2.0% of totals:	_____ \$ 2,016 _____	_____ \$ 4,089 _____	_____ \$ 6,105 _____
or			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	<u><i>DiL...</i></u> (name)	<u><i>2/14/08</i></u> (name)	_____



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Finance Department
Duane G. Kline, Director

March 4, 2008

Norwich Partners
c/o Lee Lowry
Jensen Baird Gardner & Henry
10 Free Street
Portland, ME 04101

Re: Norwich Partners – Performance Guarantee – Fore/Hancock St. Ext.
Escrow Account #710-0000-233-91-10

Enclosed please find a check for \$75,228.00, which the Planning Department has authorized me to release. This leaves a zero balance in the above-referenced account.

If you require any further information, please let me know.

Sincerely,

Ellen S. Sanborn
Assistant Finance Director

ELS:mma
Enclosure

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator



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Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

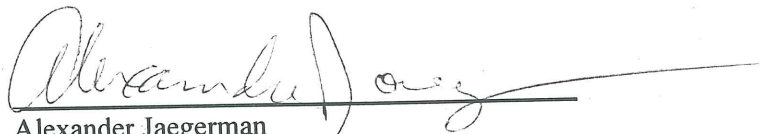
TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Planning Division Director
DATE: February 26, 2008
SUBJECT: Request for Release of Performance Guarantee
Norwich Partners
(ID# 2006-0226 Lead CBL #20 C 009001)
Residence Inn, Extended Stay Hotel, Fore and Hancock Streets

Please release the letter of credit #710-0000-233-91-10 for the Residence Inn, Extended Stay Hotel, Fore and Hancock Streets.

Remaining Balance \$ 75,228.00

This Performance Guarantee has been replaced with another, for the amount necessary to cover the cost of both public and private improvements.

Approved:


Alexander Jaegerman
Planning Division Director

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator
File: Urban Insight

Philip DiPierro - Re: Residence Inn Performance Guarantee + Building Permit

From: Philip DiPierro
To: Aftandilian, Ara; Needelman, William
Date: 2/14/2008 3:38 PM
Subject: Re: Residence Inn Performance Guarantee + Building Permit

Ara,

- I talked to Jeanie Bourke in Inspections regarding the status of your building permit. Mike Nugent has not yet signed off on it, but I believe his review is close to being complete. It's my understanding that Captain Cass has not yet completed his fire/safety review. You may want to follow up with Jeanie to confirm the status.
- I have reviewed your revised cost breakdown, and the estimate looks acceptable. Your performance guarantee should be in the amount of \$305,285. A single check in the amount of \$14,605 can be submitted to the planning dept. if you wish, to cover the cost of inspections and both contributions.
- I will follow up with Jim Carmody for his approval regarding the revised pavement marking plan once Maureen submits it to him.
- Bill Clark is currently reviewing the amended subdivision plan. I expect comments/approval by the first of the week.
- As far as the demo permit goes, since the existing permit is in Mark Hall's name and covers only the structure, Jeanie Bourke requires a new permit be issued in Ledgewood's name covering the foundation demo. I believe this process can be completed relatively quickly.
- As was discussed yesterday, Ledgewood plans to move the on-site fill pile to their facility in Gorham. This should be completed as quickly as possible. In addition, I have no analytical information relating to the fill.

done
2/29/08
done
2/29/08

Please contact me if you have any questions. Thanks very much.

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

Phone 207 874-8632
 Fax 207 756-8258

>>> Ara Aftandilian <aa.summit@prodigy.net> 2/14/2008 12:05:36 PM >>>

I have attached the revised cost breakdown that I gave to Phil yesterday. Phil, can you please get back to me as soon as possible as we would like to get the PG set up tomorrow if possible.

Penny Littel has signed off on the escrow letter that Lee Lowry revised and submitted to her for review. We will be using TDBanknorth to hold the funds.

Here is my list of remaining items for the building permit:

1. Jim Ryan of GroupOne architects has been working with Mike Nugent on the review of the building plans. We believe this process is now complete but we are waiting to hear back from Mike to confirm.

2. Assuming the \$305,285 PG amount is acceptable, we owe an inspection fee of \$6,105. I would add this amount to the \$4,000 and \$4,500 amounts we owe for traffic issues from the City approval letter, and would send Bill a check for \$14,605.
3. Jim Carmody was at the pre-construction meeting yesterday and said he had not yet seen the revised pavement marking plan. I will copy Bill on the email to Maureen and Jim asking Maureen to send Jim this plan.
4. I sent an email to Bill Clark asking for his review of the amended subdivision plan.

Thanks.

Ara Aftandilian
Summit Hotel Properties, Inc.
218 Boston Street, Suite 109
P.O. Box 394
Topsfield, MA 01983
tel 978.887.3640
fax 978.887.3644
mob 617.872.7480
aa.summit@prodigy.net



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Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

January 28, 2008

Ara Aftandilian
Summit Hotel Properties
218 Boston Street, Suite 109
PO Box 394
Topsfield, MA 01983

RE: 127 Fore Street, Residence Inn, (Project # 2006-0226), (CBL 20-C-009)

Dear Mr. Aftandilian or Representative:

Regarding the Residence Inn project approved by the Portland Planning Board on June 12, 2007. As provided in City Land Use Code Section 14-528, this letter serves as the written permission from the Planning Authority to commence with demolition of a portion of the existing Shipyard Brewery Building prior to posting the site performance guarantee.

The commencement of site work is limited to the extent of work outlined in your email dated January 28, 2008 and is subject to the conditions below:

1. Demolition approved herein is limited to the structure of the rear (southerly) portion of the metal warehouse shown on the existing conditions the "Amended Brewery Site Plan" submitted with the application packet, Gorrill Palmer plan C103
2. Concrete removal shall wait until there is a demolition and site stabilization plan submitted for Planning Authority review and approval
3. Required erosion control measures shall be adhered to as described on the approved Gorrill Palmer plan labeled C405.

4. Prior to commencing the demolition, there must be an on-site meeting with Planning Development Review Coordinator, Phil DiPierro (in addition to any staff meeting requirements outlined by City Inspections and/or Public Works authorities.)

Please be advised that you must obtain a demolition permit from the City's Inspection Division prior to commencing the demolition and obtain any permits that may be required from Public Works for the temporary closing of any sidewalks and any temporary loss of on-street parking.

The approval to proceed with the demolition and site work is based on the demolition application and the approved site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval. If there are any questions, please contact the Planning Staff.

Sincerely,

EMAIL DRAFT

Alexander Jaegerman, Planning Division Director

cc: Inspections Department
Barbara Barhydt, Development Review Services Manager
Marge Schmuckal, Zoning Administrator
Phil DiPierro, Development Review Coordinator
Bill Needelman, Senior Planner
Ann Machado, Zoning
Penny Littell, Corporation Counsel
Todd Merkle, Public Works
Approval Letter File

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

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 1/3/08

Name of Project: Residence Inn by Marriott Hotel

Address/Location: 145 Fore Street (Intersection of Fore and Hancock)

Developer: Norwich Partners of Portland LLC c/o Summit Hotel Properties, Inc.

Form of Performance Guarantee: Bank Escrow

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

TO BE FILLED OUT BY THE APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
<i>OID Estimate</i>						
1. STREET/SIDEWALK						
Road						
Granite Curbing	<u>257 LF</u>	<u>43.60</u>	<u>11,205</u>	<u>160 LF</u>	<u>43.60</u>	<u>6976</u>
6,976 Sidewalks/ <i>valet area</i>				<u>2,500</u>	<u>10</u>	<u>25,000</u>
Esplanades						
Monuments						
Street Lighting	<u>8 ea</u>	<u>2,376</u>	<u>19,008</u>			
Street Opening Repairs	<u>35 tns</u>	<u>135.15</u>	<u>4,730</u>			
Other (concrete pads)				<u>210 SF</u>	<u>10.77</u>	<u>2,262</u>
2. EARTH WORK						
Cut				<u>6,440 CY</u>	<u>6.89</u>	<u>44,371</u>
Fill				<u>1,542 CY</u>	<u>42.88</u>	<u>66,120</u>
3. SANITARY SEWER						
Manholes						
Piping	<u>39 LF</u>	<u>30.10</u>	<u>1,174</u>			
Connections	<u>1 ea</u>	<u>667</u>	<u>667</u>			
Main Line Piping						
House Sewer Service Piping						
Pump Stations						
Other						
4. WATER MAINS	<u>72 LF</u>	<u>213.08</u>	<u>15,341</u>			
5. STORM DRAINAGE						
Manholes	<u>1 ea</u>	<u>2,705</u>	<u>2,705</u>	<u>2 ea</u>	<u>2,705</u>	<u>2,705</u>
Catchbasins				<u>1 ea</u>	<u>2,407</u>	<u>2,407</u>
Piping	<u>109 LF</u>	<u>30.70</u>	<u>3,346</u>	<u>91 LF</u>	<u>30.70</u>	<u>2,793</u>
<u>Detention Basin</u>				<u>1 ea</u>	<u>52,732</u>	<u>52,732</u>
Stormwater Quality Units						
Other <i>field inlets</i>				<u>3</u>	<u>1000</u>	<u>3,000</u>

6. SITE LIGHTING	_____	_____	_____	_____	_____	_____
7. EROSION CONTROL						
Silt Fence	_____	_____	_____	✓ 460 LF	6.15	2829
2,829	_____	_____	_____	_____	_____	_____
Check Dams	_____	_____	_____	_____	_____	_____
Ripe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	_____	_____	_____
Geotextile	_____	_____	_____	_____	_____	_____
Hay Bale Barriers	_____	_____	_____	✓ 460 LF	6.15	2829
2,829	_____	_____	_____	_____	_____	_____
Catch Basin Inlet Protection	_____	_____	_____	✓ 6 ea	250	1,500
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING	3,273 SF	5.21	17,052	_____	_____	_____
(Attach breakdown of plant materials, quantities, and unit costs)						
10. MISCELLANEOUS				330 LF	30	
TOTAL:			\$ 75,228		\$ 187,524	237,883
GRAND TOTAL:			\$ 262,752	\$ 313,111		

INSPECTION FEE (to be filled out by the City)

	<u>PUBLIC</u>	<u>PRIVATE</u>	<u>TOTAL</u>
A: 2.0% of totals:	_____ \$ 1,505 _____	_____ \$ 3,750 _____	_____ \$ 5,255 _____
or			6262.22
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	_____
	(name)	(name)	

Marriott Residence

Frank Brancey - Dave Peterson
- Sewer Capacity Letter

* Ask Barbara about not including Shipyard's
sewer/storm drain work in Ara's PG? Arguing, Don't include ^{1/30/08}

PG

Inspection Fees

Contributions

~~Sewer Letter~~

~~Roof top sign off~~

~~Amended Schematic~~

Pavement working plan - Bill

~~Waste management plan - Bill~~

~~Parking space lease - Bill~~

~~Revised utility plan~~

~~Site Utilization Plan~~

~~Erosion Control Plan~~

* Check on Dawa permit - validity Needs new permit for concrete
Demo pulled by new contractor

* " " any kind of fill pile

* Check on status of BP - still being reviewed

- Mike Nugent

- Cap'n Cass

- May not be ready by 2/22/08

Philip DiPierro - Re: Sitework Cost Estimate

From: Ara Aftandilian <aa.summit@prodigy.net>
To: William Needelman <WBN@portlandmaine.gov>
Date: 1/29/2008 12:12 PM
Subject: Re: Sitework Cost Estimate
CC: <mmcglone@gorrillpalmer.com>, Philip DiPierro <PD@portlandmaine.gov>

Can I suggest that Maureen, Phil and I spend a few meetings after the preconstruction meeting tomorrow morning to review the numbers.

William Needelman <WBN@portlandmaine.gov> wrote:

Ara, The following comments were forwarded from Phil DiPierro:

"The private portion of the cost estimate that was submitted for the Residence and it looks like some of the street/sidewalk, sewer, and storm drain improvements were not accounted for. I've come up with an increase in cost, a difference of about \$55,000 (sidewalk/valet area, manholes, catch basins, piping, and field inlets were omitted)."

You and/or Maureen should work with Phil to resolve and submit a revised estimate sheet.

I am also looking forward to a demo plan, and I have not seen a revised rendering from Jim Ryan showing the roof top screening from Middle Street.

Bill

Bill Needelman, AICP
Senior Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

(207) 874-8722 tel.
(207) 756-8258 fax.
wbn@portlandmaine.gov

Philip DiPierro - Re: Demo Permit and PreConstruction Meeting

From: Ara Aftandilian <aa.summit@prodigy.net>
To: William Needelman <WBN@portlandmaine.gov>, Philip DiPierro <PD@portlandmaine.gov>
Date: 1/29/2008 11:56 AM
Subject: Re: Demo Permit and PreConstruction Meeting
CC: <mmcglone@gorrillpalmer.com>, Ann Machado <AMACHADO@portlandmaine.gov>, Barbara Barhydt <BAB@portlandmaine.gov>, <mchallrepairs@yahoo.com>

Bill,

I understand Mark Hall is getting the building demo permit today, thank you. We are all available to meet tomorrow morning at 9 am, can you confirm that we are meeting at the planning office at City Hall.

I am also bringing the project manager from Ledgewood (we have selected Ledgewood as the general contractor) for any general project pre-construction issues that come up.

Ara

William Needelman <WBN@portlandmaine.gov> wrote:

Ara,

If I understand your email, you would like us to approve the demo permit for struture only, with foundation removal to wait until you have additional site documentation. Is this your request?

Phil and I can both meet on Wed at 9:00.

Bill

Bill Needelman, AICP
Senior Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

(207) 874-8722 tel.
(207) 756-8258 fax.
wbn@portlandmaine.gov

>>> Ara Aftandilian 1/28/2008 12:27:16 PM >>>

I would like to try to schedule a meeting this Wednesday morning if possible for all of us to meet including Maureen McGlone of Gorrill

Palmer and Mark Hall, the demolition contractor, to discuss the warehouse demolition and foundation removal work as well as determine what additional information may be required for the official pre-construction meeting. We need to commence the demolition work immediately in order to maintain our schedule and I would hope Mark Hall can pull a demolition permit today as I have confirmed the building demolition work does not involve any site impacts. There would be site impacts associated with the foundation removal work and I would hope we can address this work at the meeting and discuss what additional information the City is looking for prior to commencing that work. The construction site plan set does include the erosion control measures that we would put in place for the foundation removal work.

I know this is short notice but can everyone let me know about Wednesday and Bill, please let me know if this process is acceptable for Mark to pull a demolition permit today.

Thank you.

Ara Aftandilian
Summit Hotel Properties, Inc.
218 Boston Street, Suite 109
P.O. Box 394
Topsfield, MA 01983
tel 978.887.3640
fax 978.887.3644
mob 617.872.7480
aa.summit@prodigy.net

4 February 2008

Ms. Maureen P. M^cGlone, P. E.,
Project Engineer,
Gorrill-Palmer Consulting Engineers, Inc.,
P.O. Box 1237,
Gray, Maine 04039

**RE: The Capacity to Handle Wastewater Flows, from a Proposed
Extended-Stay Residence Inn, by Marriott, at 145 Fore Street.**

Dear Ms. M^cGlone:

The existing thirty-inch wide, by forty-eight inch high, brick sewer pipe, located in Fore Street, has adequate capacity to **transport**, while The Portland Water District sewage treatment facility, located off Marginal Way, has adequate capacity to **treat**, the total anticipated wastewater flows of **18,540 GPD**, from the proposed residence inn.

Anticipated Wastewater Flows from the Proposed Residence Inn:

180 Proposed Bedrooms, w/ Private Bath, @ 100 GPD/Bedroom	= 18,000 GPD
30 Proposed Hotel Employees, @ 15 GPD/Employee	= 450 GPD
6 Proposed Retail Employees, @ 15 GPD/Employee	= 90 GPD
Total Proposed Net Increase in Wastewater Flows for this Project	= 18,540 GPD

The City combined sewer overflow (C.S.O.) abatement consent agreement (with the U.S.E.P.A., and with the Maine D.E.P.) requires C.S.O. abatement, as well as storm water mitigation, in order to offset any increase in sanitary flows, from all projects.

If the City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank J Brancely, B.A., M.A.
Senior Engineering Technician

FJB

cc: Alexander Q. Jaegerman, Director, Planning Division, Department of Planning, and Urban Development, City of Portland
Bill Needelman, Senior Planner, Department of Planning, and Urban Development, City of Portland
David Margolis-Pineo, Deputy City Engineer, City of Portland
Michael Farmer, P.E., Project Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Jane Ward, Administrative Assistant, City of Portland
Desk file



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Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

January 28, 2008

Ara Aftandilian
Summit Hotel Properties
218 Boston Street, Suite 109
PO Box 394
Topsfield, MA 01983

RE: 127 Fore Street, Residence Inn, (Project # 2006-0226), (CBL 20-C-009)

Dear Mr. Aftandilian or Representative:

Regarding the Residence Inn project approved by the Portland Planning Board on June 12, 2007. As provided in City Land Use Code Section 14-528, this letter serves as the written permission from the Planning Authority to commence with demolition of a portion of the existing Shipyard Brewery Building prior to posting the site performance guarantee.

The commencement of site work is limited to the extent of work outlined in your email dated January 28, 2008 and is subject to the conditions below:

1. Demolition approved herein is limited to the structure of the rear (southerly) portion of the metal warehouse shown on the existing conditions the "Amended Brewery Site Plan" submitted with the application packet, Gorrill Palmer plan C103
2. Concrete removal shall wait until there is a demolition and site stabilization plan submitted for Planning Authority review and approval
3. Required erosion control measures shall be adhered to as described on the approved Gorrill Palmer plan labeled C405.
4. Prior to commencing the demolition, there must be an on-site meeting with Planning Development Review Coordinator, Phil DiPierro (in addition to any staff meeting requirements outlined by City Inspections and/or Public Works authorities.)

Please be advised that you must obtain a demolition permit from the City's Inspection Division prior to commencing the demolition and obtain any permits that may be required from Public Works for the temporary closing of any sidewalks and any temporary loss of on-street parking.

**GORRILL-PALMER
CONSULTING ENGINEERS, INC.**
P.O. Box 1237
GRAY, MAINE 04039
(207) 657-6910
FAX (207) 657-6912

JOB Marriott - Pre-Demo Map.
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 1/30/08
CHECKED BY _____ DATE _____
SCALE _____

Sign in sheet

Maureen McGlave	Gorrill Palmer
Phil DiPierro	City Planning
Mark Hall	McHall
Kevin McCost	Ledgewood Const.
Todd Merkle	City Public Works
Bill Neodowan	City Planning
Greg Vining	Public Works
Ara Attandelian	Summit Hotel Properties

Philip DiPierro - Residence Inn Performance Guarantee + Building Permit

From: Ara Aftandilian <aa.summit@prodigy.net>
To: Philip DiPierro <PD@portlandmaine.gov>, William Needelman
<WBN@portlandmaine.gov>
Date: 2/14/2008 12:09 PM
Subject: Residence Inn Performance Guarantee + Building Permit

I have attached the revised cost breakdown that I gave to Phil yesterday. Phil, can you please get back to me as soon as possible as we would like to get the PG set up tomorrow if possible.

Penny Littel has signed off on the escrow letter that Lee Lowry revised and submitted to her for review. We will be using TDBanknorth to hold the funds.

Here is my list of remaining items for the building permit:

1. Jim Ryan of GroupOne architects has been working with Mike Nugent on the review of the building plans. We believe this process is now complete but we are waiting to hear back from Mike to confirm.
2. Assuming the \$305,285 PG amount is acceptable, we owe an inspection fee of \$6,105. I would add this amount to the \$4,000 and \$4,500 amounts we owe for traffic issues from the City approval letter, and would send Bill a check for \$14,605.
3. Jim Carmody was at the pre-construction meeting yesterday and said he had not yet seen the revised pavement marking plan. I will copy Bill on the email to Maureen and Jim asking Maureen to send Jim this plan.
4. I sent an email to Bill Clark asking for his review of the amended subdivision plan.

Thanks.

Ara Aftandilian
Summit Hotel Properties, Inc.
218 Boston Street, Suite 109
P.O. Box 394
Topsfield, MA 01983
tel 978.887.3640
fax 978.887.3644
mob 617.872.7480
aa.summit@prodigy.net

DEVELOPMENT REVIEW COORDINATOR
POST APPROVAL PROJECT CHECKLIST

Date: 4/3/09

Project Name: Residence Inn Marriott Hotel

Project Address: 127 Fore Str.

Site Plan ID Number: 2006-0226

Planning Board/Authority Approval Date: 6/12/07

Site Plan Approval Date: 6/12/07

Performance Guarantee Accepted: 2/26/08

Inspection Fee Paid: 2/26/08

Infrastructure Contributions Paid: 2/26/08

Amount of Disturbed Area in SF or Acres: 34,015 SF

MCGP/Chapter 500 Stormwater PBR: N/A

Plans/CADD Drawings Submitted: 12/20/07

Pre-Construction Meeting: 2/13/08

Conditions of Approval Met: 6/11/09

As-Builts Submitted: ?

Public Services Sign Off: Temp 6/11/09

Certificate of Occupancy Memo Processed:
(Temporary or Permanent)
Temp. 6/11/09
Extension 7/21/09 to 8/11/09
Permanent 7/29/09
Reduced to \$ 30,528.50 6/11/09

Performance Guarantee to Defect Guarantee: Converted 7/29/09

Defect Guarantee Released: 10/14/10



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Planning and Urban Development
Penny St. Louis Littell, Director

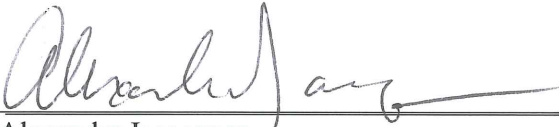
Planning Division
Alexander Jaegerman, Director

TO: Ellen Sanborn, Finance Department
FROM: Alexander Jaegerman, Planning Division Director
DATE: October 14, 2010
SUBJECT: Request for Release of Defect Guarantee
Marriott Residence Inn, 127 Fore Street
Chapin Realty, LLC

(ID# 2006-0226 Lead CBL #020 C 009001)

Please release the Defect Guarantee, Letter of Credit #242446492 for the Marriott Residence Inn, at 127 Fore Street.

Remaining Balance \$30,528.50

Approved: 
Alexander Jaegerman
Planning Division Director

cc: Barbara Barhydt, Development Review Services Manager
Philip DiPierro, Development Review Coordinator
File: Urban Insight

TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: July 29, 2009

RE: C. of O. for #127 Fore Street, Marriott Residence Inn Hotel,
(Id#2006-0226) (CBL 020 C 009001)

After visiting the site, I have the following comments:

Site work complete

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

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

Marriott- 145 Fore Street			
City of Portland- Certificate of Occupancy inspection			6/10/09
<u>Item needing completion- interior:</u>		<u>Action by:</u>	<u>Completed:</u>
1	Main electric room- seal 3 penetrations floor/wall	BH Milliken	X Bill
2	Seal 3 penetrations- 5th floor mechanical room	BH Milliken	X Bill
3	Panic hardware required on doors 39A and 40	HClc	X Rick
4	Otis- reset to normal with the elevator recall feature	LC	X Bill
5	Copy of test reports to Mike Collins	LC	X Kevin
6	Furnish 2 sets of keys in each Knox box- not 1	LC	X Bill
7	Fire Dept connection- need locking Knox caps	SSI	7/10/09 Bill
8	Sink beside gas range to have backflow preventer and a vacuum breaker, both to be located above ceiling. Back flow to have a test port.	Titan	X Bill
9	All dishwashers to have water hammer (quick acting) on water feeds	Titan	X Bill
10	Add monitoring company (Simplex) sticker at FA annunciate panel	True North	X Kevin
11	Install signage- Elect room, FA room, Sprinkler room	True North	X
12	Install permanent "145" sign on exterior- 2 places on precast panels	True North	X Kevin
13	Install suite numbers- ground floor	True North	X Kevin
14	Monitoring company (Simplex)- change bldg number to 145, not 127	True North	X Kevin
<u>Items needed completion- Site/Exterior Items:</u>			
15	Need licensing agreement for awnings/footings in City right of way	Ara	X Kevin
16	Complete LED lighting	BH Milliken	7/14/09 Joe
17	City to pave Hancock Street	City	? Joe
18	Wash down sidewalks	LC	6/30/09 Joe
19	Stains on granite curb to be cleaned	LC	X Joe
20	Complete metal panels	ME Roofing	7/2/09 Joe
21	Install survey pin at the monument near Shipyard	Shaw	X Joe
22	Clean catch basins- inside (penidnf City paving Hancock)	Shaw	? Joe
23	Replace broken tree grate	Shaw	7/14/09 Joe
24	Stop sign installed at corner of Fore/Hancock Street (garage side)	Shaw	X Joe
25	Rework brick at light posts- no gaps	Shaw	X Joe
26	Install plants at drive through planters	Shaw	X Joe
27	Cover fabric with stones in back of house	Shaw	X Joe
28	Expose the 3 drain caps at back of house	Shaw	X Joe
29	Clean up plants/redo bark mulch at back of house	Shaw	X Joe

TO: Inspections Department

FROM: Philip DiPierro, Development Review Coordinator

DATE: July 2, 2009

RE: C. of O. for #127 Fore Street, Marriott Residence Inn Hotel,
(Id#2006-0226) (CBL 020 C 009001)

After visiting the site, I have the following comments:

Site work incomplete:

1. LED Lighting,
2. Installation of some permanent metal siding panels,
3. Miscellaneous minor landscaping and site work,

ROW work incomplete:

1. Clean catch basins,
2. Replace broken tree grate,
3. Miscellaneous cleaning and site work.

I anticipate this work can be completed by **August 1, 2009**.

At this time, **I recommend extending the temporary Certificate of Occupancy.**

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

Marriott- 145 Fore Street		
City of Portland- Certificate of Occupancy inspection		6/10/09
<u>Item needing completion- interior:</u>		<u>Action by:</u>
1	Main electric room- seal 3 penetrations floor/wall	BH Milliken
2	Seal 3 penetrations- 5th floor mechanical room	BH Milliken
3	Panic hardware required on doors 39A and 40	HClIc
4	Otis- reset to normal with the elevator recall feature	LC
5	Copy of test reports to Mike Collins	LC
6	Furnish 2 sets of keys in each Knox box- not 1	LC
7	Fire Dept connection- need locking Knox caps	SSI
8	Sink beside gas range to have backflow preventer and a vacuum breaker, both to be located above ceiling. Back flow to have a test port.	Titan
9	All dishwashers to have water hammer (quick acting) on water feeds	Titan
10	Add monitoring company (Simplex) sticker at FA annunciate panel	True North
11	Install signage- Elect room, FA room, Sprinkler room	True North
12	Install permanent "145" sign on exterior- 2 places on precast panels	True North
13	Install suite numbers- ground floor	True North
14	Monitoring company (Simplex)- change bldg number to 145, not 127	True North
<u>Items needed completion- Site/Exterior Items:</u>		
15	Need licensing agreement for awnings/footings in City right of way	Ara
16	Complete LED lighting	BH Milliken
17	City to pave Hancock Street	City
18	Wash down sidewalks	LC
19	Stains on granite curb to be cleaned	LC
20	Complete metal panels	ME Roofing
21	Install survey pin at the monument near Shipyard	Shaw
22	Clean catch basins- inside and out. Remove fabric.	Shaw
23	Replace broken tree grate	Shaw
24	Stop sign installed at corner of Fore/Hancock Street (garage side)	Shaw
25	Rework brick at light posts- no gaps	Shaw
26	Install plants at drive through planters	Shaw
27	Cover fabric with stones in back of house	Shaw
28	Expose the 3 drain caps at back of house	Shaw
29	Clean up plants/redo bark mulch at back of house	Shaw



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION

147 Fore St

CBL 020 C010001

Issued to

Chapin Realty Llc /Ledgewood Construction

Date of Issue

06/12/2009

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 07-1325, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Marriott Residence Inn

APPROVED OCCUPANCY

Extended Stay Hotel

Use Group R1/A3/M

Type 2A

IBC 2003

Limiting Conditions:

Temporary occupancy for employee training only. Occupant load under 100. This certificate expires on July 1, 2009. See attached 06/10/09 punch list.

This certificate supersedes certificate issued

Approved:

06/12/09 *Michael A. Collins*
(Date) Inspector

[Signature]
Inspector of Buildings

CAPT. *R. Gauthier*
6/14/09

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

**City of Portland
Department of Planning and Development
Planning Division**

389 Congress Street, 4th Floor
Portland ME 04101
(207)874-8721 or (207)874-8719
Fax: (207)756-8258



FAX

To: Kelly Ramos

Company: TD Banknorth, NA

Fax #: 761-8660

Date: 7/14/09

From: Ric D. Piervo

You should receive 2 page(s) including this cover sheet.

Comments:

Kelly, following is the reduction letter for the Marriott Residence Hotel Project located on Fore Str. in Portland.

Ara asked that I forward this to you. Please contact me with any questions

Thanks,
Ric



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Finance Department
Ellen Sanborn, Director

June 17, 2009

TD Banknorth, N.A.
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

Re: Chapin Realty, LLC – Fore & Hancock Street Extension
Letter of Credit No. 0242446492 dated February 22, 2008

This is to inform you that I am authorizing the reduction in the above-named letter of credit by the amount of \$85,553.50, which leaves a balance of \$30,528.50 remaining.

If you require any further information, please let me know.

Sincerely,

Ellen Sanborn
Finance Director

ES:mma

cc: Barbara Barhydt, Development Review Services Manager
 Philip DiPierro, Development Review Coordinator

MODE = MEMORY TRANSMISSION

START=JUL-14 14:26

END=JUL-14 14:27

FILE NO.=752

STN NO.	COMM.	ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK		97618660	002/002	00:00:30

-CITY OF PORTLAND -

***** -PLANNING DEPT. - ***** 2077568258- *****

City of Portland
Department of Planning and Development
Planning Division
 389 Congress Street, 4th Floor
 Portland ME 04101
 (207)874-8721 or (207)874-8719
 Fax: (207)756-8258



FAX

To: Kelly Ramos

Company: TD Banknorth, NA

Fax #: 761-8660

Date: 7/14/09

From: Rui D. Pienzo

You should receive 2 page(s) including this cover sheet.

Comments:

Kelly, following is the reduction letter for the Marriott Residence Hotel Project located on Fore Str. in Portland.

Ara asked that I forward this to you. Please contact me with any questions

Thanks,
 Rui D

Rare and Exemplary Botanical Features in the Project Vicinity

1/3/2006

Documented within a Four-Mile Radius of the Proposed Hotel, Portland, Maine.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Last Seen</u>	<u>Global Rarity Rank</u>	<u>State Rarity Rank</u>	<u>State Protection Status</u>	<u>Habitat Description</u>
<i>Antennaria flava</i> var. <i>herbiola</i>	Pale Green Orchis	1907-07-05	G4T4Q	S2	SC	Swampy woods, bottomlands, swales, and wet shores.
<i>Lythrum hyssrix</i>	Bottlebrush Grass	1905-09-13	G5	S2S3	T	Rich, rocky, or alluvial deciduous forests.
<i>Eleocharis engelmannii</i>	Engelmann's Spikerush	1916-08-31	G4G5Q	SH	PE	Wet sand, peat or mud
<i>Andropogon furcatus</i>	Allegheny Vine	1860-10	G4	S1	T	Wet or recently burned woods, rocky wooded slopes.
<i>Utricularia calceoliformis</i>	American Sea-blite	1932-09-12	G5	S1	T	Rocky or gravelly saltmarshes and sea-strands.
<i>Sparganium angustifolium</i>	Horned Pondweed	1913-09-13	G5	S2	SC	Fresh, brackish or alkaline waters, and stream edges.

AH. 5.5

Rare and Exemplary Botanical Features in the Project Vicinity

11/3/2006

Documented within a Four-Mile Radius of the Proposed Hotel, Portland, Maine.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Last Seen</u>	<u>Global Rarity Rank</u>	<u>State Rarity Rank</u>	<u>State Protection Status</u>	<u>Habitat Description</u>
<i>Aureolaria pedicularia</i>	Fern-leaved False Foxglove	1902-09-02	G5	S3	SC	Dry deciduous woods and clearings.
<i>Polygala cruciata</i> var. <i>aquilonia</i>	Marsh Milkwort	1903-08-18	G5T4	SH	PE	Wet pinelands, savannas, peats, and sands.
<i>Lobelia siphilitica</i>	Great Blue Lobelia	1905-09	G5	SX	PE	Rich low woods and swamps
<i>Wolffia columbiana</i>	Columbia Water-meal	2002-08-04	G5	S2	T	Ponds, and still waters.
<i>Monarda dioica</i>	Mountain Honeysuckle	2002-06-06	G5	S1?	E	Rocky banks, dry woods and thickets.
<i>Allium canadense</i>	Wild Garlic	1921-07-26	G5	S2	SC	Alluvial woods, thickets, and meadows.

Att. 5.6

Rare and Exemplary Botanical Features in Project Vicinity

1/3/2006

Documented within a Four-Mile Radius of the Proposed Hotel, Portland, Maine.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Last Seen</u>	<u>Global Rarity Rank</u>	<u>State Rarity Rank</u>	<u>State Protection Status</u>	<u>Habitat Description</u>
<i>Saxifraga pensylvanica</i>	Swamp Saxifrage	1913-06-11	G5	S3	T	Wet meadows, swamps, boggy thickets, and seeping banks.
<i>Proserpinaca pectinata</i>	Comb-leaved Mermaid-weed	1906-09-29	G5	S1	SC	Sandy bogs of the coastal plain
<i>Triosteum aurantiacum</i>	Wild Coffee	1910-06-19	G5	S1	E	Rich woods and thickets.
<i>Monarda dioica</i>	Mountain Honeysuckle	1905-06	G5	S1?	E	Rocky banks, dry woods and thickets.

AH. 5.0

AH. 5.8

GP Gorrill-Palmer Consulting Engineers, Inc.

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

Traffic and Civil Engineering Services

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

October 31, 2006

Mr. Mark McCollough
Fish and Wildlife Service
Maine Ecological Services Field Office
1168 Main Street
Old Town, Maine 04468

**Subject: Proposed Hotel
Portland, Maine**

Dear Mr. McCollough:

Norwich Partners, LLC has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for the proposed construction of a 180-room hotel. The proposed development is located at the intersection of Hancock Street Extension and Fore Street on land partially occupied by the Shipyard Brewery, in Portland, Maine. A USGS map reflecting the proposed site location is enclosed for your review.

The project site is located at the intersection of Hancock Street Extension and Fore Street, on land partially occupied and owned by the Shipyard Brewery. The property is comprised of Chart 20, Block C, Lot 9 on the City of Portland Tax Maps, consisting of approximately 4.02 acres. The site is currently developed as the Shipyard Brewery with two buildings on the property each with multiple levels. The buildings on the property are currently used for manufacturing, warehousing, and office space. The project proposes the discontinuation of the warehousing operations.

We are interested in obtaining information from your department regarding the presence of any federally listed or proposed to be listed endangered or threatened species which might be impacted by this project.

If you have any questions regarding the proposed project, please contact our office.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



William H. Savage, E.I.
Design Engineer

Copy: Ara Aftandilian

Att. 5.9



Gorrill-Palmer Consulting Engineers, Inc.

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

Traffic and Civil Engineering Services

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

October 31, 2006

Mr. Norman E. Trask
Deputy Commissioner
Dept. of Inland Fisheries & Wildlife
State House Station 41
Augusta, Maine 04333

**Subject: Proposed Hotel
Portland, Maine**

Dear Mr. Trask:

Norwich Partners, LLC has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for the proposed construction of a 180-room hotel. The proposed development is located at the intersection of Hancock Street Extension and Fore Street on land partially occupied by the Shipyard Brewery, in Portland, Maine. A USGS map reflecting the proposed site location is enclosed for your review.

The project site is located at the intersection of Hancock Street Extension and Fore Street, on land partially occupied and owned by the Shipyard Brewery. The property is comprised of Chart 20, Block C, Lot 9 on the City of Portland Tax Maps, consisting of approximately 4.02 acres. The site is currently developed as the Shipyard Brewery with two buildings on the property each with multiple levels. The buildings on the property are currently used for manufacturing, warehousing, and office space. The project proposes the discontinuation of the warehousing operations.

We are interested in obtaining information from your department regarding any threatened, endangered, and special status wildlife species and habitats, which might be impacted by this project.

If you have any questions regarding the proposed project, please contact our office.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

William H. Savage, E.I.
Design Engineer

Copy: Ara Aftandilian

Att. 6.



Gorrill-Palmer Consulting Engineers, Inc.

Traffic and Civil Engineering Services

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

October 31, 2006

Mr. Earle G. Shettleworth, Jr.
State Historic Preservation Officer
Maine Historic Preservation Commission
55 Capitol Street, State House Station 65
Augusta, ME 04333

Re: **Proposed Hotel
Portland, Maine**

Dear Mr. Shettleworth:

Norwich Partners, LLC has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for the proposed construction of a 180-room hotel. The proposed development is located at the intersection of Hancock Street Extension and Fore Street on land partially occupied by the Shipyard Brewery, in Portland, Maine. A site location has been enclosed.

The project site is located at the intersection of Hancock Street Extension and Fore Street, on land partially occupied and owned by the Shipyard Brewery. The property is comprised of Chart 20, Block C, Lot 9 on the City of Portland Tax Maps, consisting of approximately 4.02 acres. The site is currently developed as the Shipyard Brewery with two buildings on the property each with multiple levels. The buildings on the property are currently used for manufacturing, warehousing, and office space. The project proposes the discontinuation of the warehousing operations.

For the proposed project we are interested in determining the presence of any structure or area on the site with historical, architectural or archeological significance as defined by the Natural Historic Preservation Act of 1996 that your office may otherwise have information about.

If you have any questions regarding the proposed project, please contact our office.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

William H. Savage, E.I.
Design Engineer

Enclosure

cc: Ara Aftandilian

AH 7.1



Gorrill-Palmer Consulting Engineers, Inc.

Traffic and Civil Engineering Services

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

February 15, 2007

Mr. William Needelman, AICP
Senior Planner
City of Portland
Planning & Development Department
389 Congress Street
Portland, Maine 04101

Re: Proposed Extended-Stay Hotel
Fore Street and Hancock Street Extension
Letter of Correspondence No. 1

Dear Bill:

Gorrill-Palmer Consulting Engineers, Inc. is pleased to supplement the materials previously submitted for the Planning Board Workshop on the above referenced project. The revised drawings have been updated to reflect the ongoing changes in design as well as comments received by the Board; by City staff; and Dan Goyette of Woodard & Curran, the City's Peer Reviewer.

We have appreciated the opportunity to meet with the Planning Board at a Workshop on January 23, 2007 and with City staff and look forward to the continued Planning Board review process.

Proposed Development

The project site is located at the intersection of Hancock Street Extension and Fore Street, on land partially occupied and owned by the Shipyard Brewery. The project site is approximately 34,000 square feet and is a portion of Chart 20, Block C, Lot 9 on the City of Portland Tax Maps that is approximately 4.02 acres. The proposed development project is a 180 room extended-stay hotel. The first floor of the hotel has a footprint of 27,908 SF with a total floor area of approximately 129,085 SF. The average building height as measured at equidistant points around the hotel is approximately 56 feet. The first floor of the hotel includes the lobby as well as a pool and exercise room and a meeting room for hotel guests. Also included on the first floor is the retail space (approximately 4,000 sf) planned along Fore Street and Hancock Street Extension. Vehicular access to the hotel entrance and valet service is provided in the center of the building along Fore Street through an interior circular driveway. Parking for the hotel will be provided at the adjacent Ocean Gateway Garage.

Building Architecture

The proposed hotel respects the historic character of Portland's waterfront architecture in the use of materials, proportions and detailing. The classic facade is broken up horizontally into cap, middle and base with the use of cast stone banding and change of materials from cast stone to brick and back to cast stone at the top floor. Brick and cast stone pilasters create an energetic rhythm that breaks up the mass of the facade. A dramatic steel and glass entrance canopy along with the use of a metal cornice, glass tower and corner elements enliven and update the traditional architecture. The storefront glazing and decorative awnings invite pedestrians into the public space on the ground floor.

Mr. William Needelman
February 15, 2007
Page 2 of 3

Fore Street Vehicular Entry

Preliminary perspective views are enclosed for the proposed vehicular entry on Fore Street. The intent of the design is to create an attractive streetscape while providing for safe vehicular and pedestrian movements. Varying patterns of pavers and flat curbing together with a center column with landscaping and other features accomplish this intent. This design will be further advanced and shown on the landscaping plan. Building elevations are included as an attachment to this letter.

Hancock Street Elevation

The potential retail areas of the ground floor fronting Hancock Street Extension are shown on this elevation. The street grades, parking spaces, trees and lighting are based on the final plans for Hancock Street Extension. All of these factors negatively impact the visibility and accessibility of this space, therefore, retail space is not viable on Hancock Street. An elevation view of the Hancock Street side of the building are included as an attachment to this letter.

Utilities

Since the previous submission to the Board, utilities have been revised on the drawings based on conversations with various entities. These are outlined below and shown on the updated C101, Site and Utility Plan attached to this letter.

Central Maine Power: As a result of conversations with representatives from Central Maine Power, the transformer for the hotel is proposed to be placed in a below grade transformer vault beneath the sidewalk within the Hancock Street Extension. Power will be fed to this vault through a vault to be installed within Middle Street during construction of the Hancock Street Extension. The location of the vault shown within Hancock Street Extension is preliminary and is intended to be located adjacent to the electrical/mechanical room within the hotel. The location of the electrical/mechanical room will be finalized with the first floor plan being developed by the building architects.

Sanitary Sewer: As a result of conversations with representatives from Portland Department of Public Works and Woodard & Curran, the sanitary sewer discharge for the hotel will be through an 8-inch to a proposed manhole within the Hancock Street Extension. The proposed sewer connections were coordinated with the Portland Department of Public Works in conjunction with the construction documents for Hancock Street Extension.

Storm Sewer: As a result of conversations with representatives from Portland Department of Public Works and Woodard & Curran, the storm sewer discharge for the hotel will be through a 12-inch storm drain to a proposed manhole within the Hancock Street Extension. The proposed storm sewer connections were coordinated with the Portland Department of Public Works in conjunction with the construction documents for Hancock Street Extension. Subsurface detention is being provided on-site. A copy of the storm water management report is attached to this letter.

Mr. William Needelman
February 15, 2007
Page 3 of 3

Stormwater Management

Although there is a proposed increase in building footprint, there is no increase in impervious surface as the proposed building location is currently covered with existing buildings or pavement. Subsurface detention is being provided on-site for the first 1" of runoff, as directed by the Portland Department of Public Works. The storm water management report is included as an attachment to this letter.

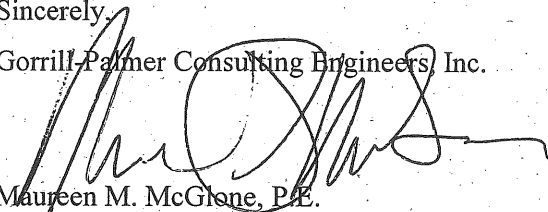
Traffic

A copy of the traffic impact study generated by Gorrill-Palmer was provided under separate cover.

Norwich Partners is pleased to submit revisions to their proposed development plan for the Planning Board Workshop. The project team looks forward to the Planning Board's review of this project. Please contact me if you have any questions relative to this matter.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

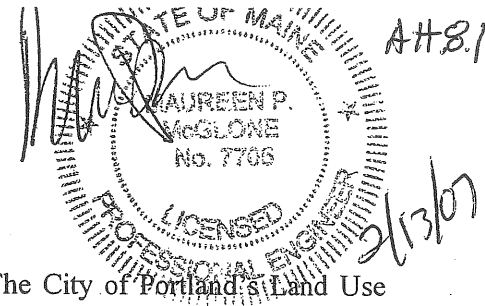


Maureen M. McGlone, P.E.
Project Engineer

Enclosures

cc: Ara Aftandilian, Summit Hotel Properties, Inc.

STORMWATER MANAGEMENT



I. Overview

The proposed development shall meet the requirements set forth in The City of Portland's Land Use Code of Ordinance Section 14-525. (c), (6).

Under the Stormwater Management Statute (38 M.R.S.A §420-D) instituted by the Maine Department of Environmental Protection, a project disturbing less than 1 acre does not require a stormwater permit. Therefore a stormwater management report is not required to be submitted to the MDEP.

II. Introduction

Gorrill-Palmer Consulting Engineers, Inc. has been retained by Summit Hotel Properties, LLC to prepare plans and permit applications for the development of a 180 – Room Residence Inn by Marriott in Portland, Maine. The site is located at the intersection of Hancock Street Extension and Fore Street on land formerly occupied by the Shipyard Brewery.

Figure 1 is a map showing the project location. The developer is currently seeking Site Plan Approval from the City of Portland for the proposed development. This narrative contains the general stormwater management measures which are appropriate for the development.

III. Development Description

The project site is located at the intersection of Hancock Street Extension and Fore Street, on land partially occupied by the Shipyard Brewery. The property is comprised of a portion of Chart 20, Block C, Lot 9 on the City of Portland Tax Maps, consisting of approximately 0.78 acres. The site is currently developed as the Shipyard Brewery with a single building and associated parking, loading, and driveway area. A four story brick building on the site was recently demolished and the portion of the building remaining on the site will be demolished. This building housed warehousing operations for the Shipyard Brewery. This project proposes the discontinuation of the warehousing operation on the remaining shipyard property.

Abutting land uses include:

- North – Shipyard Brewing Company
- West – Commercial Development
- South – Parking Garage
- East – Commercial Development

Currently, stormwater onsite drains from the building roofs to the parking areas where it flows north to south into the combined stormwater sewer system within Fore Street. The existing site does not receive any water quality treatments to eliminate any potential pollutants, nor are there any measures on-site to provide peak flow attenuation.

The proposed development is anticipated to improve the overall conditions with respect to stormwater runoff by decreasing the area of impervious parking fields and increasing the roof and landscaped areas.

Part of the construction of the Hancock Street Extension includes the installation of a separated stormdrain and sewer system. The proposed development has been designed to outlet into the new stormdrain system. Due to the limited flow capacity of the separated stormdrain system further downstream of the project, the developer has proposed to partially detain stormwater onsite. Because of the urban setting and the need to maximize the use of land the developer has proposed the use of

Stormtech units to be located beneath the paved surface in the valet area. The City of Portland has requested that the project retain the “first flush” or the first inch of runoff for all impervious areas. The EPA defines “first flush” as the following,

“Usually the stormwater that initially runs off an area will be more polluted than the stormwater that runs off later, after the rainfall has 'cleansed' the catchment. The stormwater containing this high initial pollutant load is called the 'first flush'.”

The runoff from the development development will receive water quality measures through the use of an “isolator row” within the Stormtech system. The isolator row has been approved by the MDEP to remove approximately 60% of the total suspended solids (TSS) of the stormwater inflow.

The development is anticipated to redevelop approximately 0.78 acres of existing impervious area with the construction of the hotel building and associated access and landscaping. The proposed land use is as follows:

- Total Building Roof Area – 0.73 acres
 - Landscaped Courtyard Area – 0.12 acres
- Landscaped Area – 0.05 acres
- Total Developed Area – 0.78 acres

To be conservative, the first inch of runoff was calculated across the entire development (0.78 acres) and not just the proposed 0.73 acres of building area, of which 0.12 acres will be significantly landscaped within the 2nd floor courtyard area. The entire development will require the storage of 2,847 cubic feet, or 0.065 acre feet of stormwater. As shown within the attached HydroCAD calculations the use of 42 StormTech units results in the storage of 2,875 cubic feet, or 0.066 acre feet of stormwater.

Drainage Area	Peak Flow (cfs)							
	1 Year		2 Year		10 Year		25 Year	
	Pre	Post	Pre	Post	Pre	Post	Pre	Post
POI # 1	1.95	1.1	2.35	2.24	3.71	3.67	4.35	4.31

As proposed, the development of the 180 – Room Courtyard by Marriot will improve upon the existing conditions by retaining the “first flush” as well as reduce the overall peak flows for the larger 1, 2, 10, and 25 year storm events.

IV. Surface Water

There are no lakes located on, adjacent to or downstream of the project site.

V. General Topography

The parking areas around the existing buildings are relatively steep ranging from 3% - 10%. The majority of the site slopes from west to east towards Fore Street where at that time stormwater from the site enters into the 48” combined sewer stormwater. Elevations on the site range from around 23’ at the northern and western corner to 16’ in the southern corner of the parking area.

VI. Flooding

Based upon the FEMA maps, no part of the site is located within a Zone A 100-year floodplain.

VII. Natural Drainage Ways

The project as currently proposed does not include alteration of any natural drainage ways.

VIII. Alterations to Land Cover

Changes in land cover will include the overall removal of paved surface areas through portions of the project site and the addition of landscaped surfaces and building area.

IX. Maintenance of Facilities

The stormwater facilities will be maintained by the Applicant, or their assigned heirs. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion Control Report. Long-term operation/maintenance recommended for the stormwater facilities is presented below.

The responsible party may contract with such professionals, as may be necessary in order to comply with this provision and may rely on the advice of such professionals in carrying out its duty hereunder, provided, that the following operation and maintenance procedures are hereby established as a minimum for compliance with this section.

- Stormwater Detention / Retention Facilities - Inspect all upstream pre-treatment measures for sediment and floatable accumulation. Remove and dispose of sediments or debris as needed.
- Sub-Surface - Inspect sub-surface chamber or pipe system 2 times per year (preferably in Spring and Fall) via the inspection ports, cleanouts, or other access structure. Clean system per manufacturer's recommendations. Inspect Outlet Control Structures to ensure they are good working order and are unobstructed from trash and debris. Remove and dispose of any sediments or debris.

X. Conclusion

The proposed construction of a 180 – room Residence Inn by Marriot will result in a reduction in the flow rate of stormwater leaving the site for the 1, 2, 10, and 25 year storms over the predevelopment condition. Additionally, the first inch of rainfall will be detained in a subsurface detention system to attenuate the peak flow of this more frequent storm. The development will also result in a net reduction of paved area in place of an increase in the amount of both landscaped area and roof area. The change in land use, installation of subsurface detention for the “first flush” of rainfall will provide a beneficial outcome from the existing condition.

Therefore, the proposed development shall meet the requirements set forth in The City of Portland's Land Use Code of Ordinance Section 14-525. (c), (6).

Attached to this section are the following items:

- Attachment A – Watershed Maps (Pre, and Post)
- Attachment B – Stormwater Maintenance Log
- Attachment C – HydroCad Calculations
- Attachment D – Detention System Calculations

ATTACHMENT A
WATERSHED MAPS

ATTACHMENT B
STORMWATER MAINTENANCE LOG

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION REPORT

PROJECT INFORMATION

Project Name: Residence Inn by Marriott – Portland, Maine
Address: Corner of Fore and Hancock Street
Portland, Maine

CONTRACTOR/SUBCONTRACTOR INFORMATION

Inspector Name: _____
Firm: _____
Title: _____
Qualifications: _____

INSPECTION SUMMARY

Date of Inspection: _____

Major Observations: _____

THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN WITH THE FOLLOWING EXCEPTIONS:

ACTIONS NECESSARY TO BRING FACILITY INTO COMPLIANCE:

REQUIRED MODIFICATIONS TO STORMWATER POLLUTION PREVENTION PLAN
(MUST BE IMPLEMENTED WITHIN 7 DAYS OF INSPECTION):

CERTIFICATION STATEMENT:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Signature

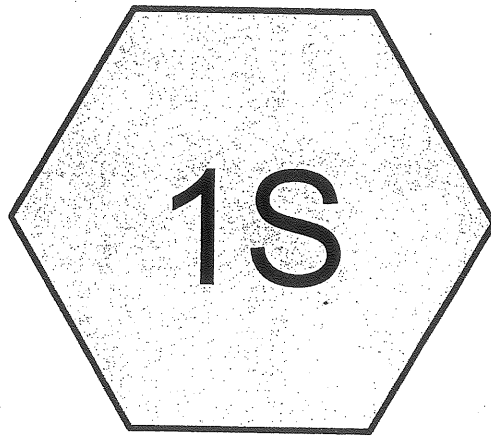
Typed Name

Title

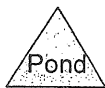
Date

ATTACHMENT C
HYDROCAD CALCULATIONS

Att. 8.9



Parcel Area



Drainage Diagram for predevelopment
Prepared by Gorrill-Palmer Consulting Engineers, Inc. 2/8/2007
HydroCAD® 8.00 s/n 001265 © 2006 HydroCAD Software Solutions LLC

AH-8.10

predevelopment

Prepared by Gorrill-Palmer Consulting Engineers, Inc.
HydroCAD® 8.00 s/n 001265 © 2006 HydroCAD Software Solutions LLC

Page 2
2/8/2007

Area Listing (all nodes)

<u>Area (acres)</u>	<u>CN</u>	<u>Description (subcats)</u>
0.780	98	Paved parking & roofs (1S)
<hr/>		
0.780		

XA-8.11

predevelopment

Type III 24-hr 1-Year Rainfall=2.50"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 3

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2/8/2007

Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth>2.27"

Tc=5.0 min CN=98 Runoff=1.95 cfs 0.147 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.147 af Average Runoff Depth = 2.27"

0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

Att. 8.12

predevelopment

Type III 24-hr 1-Year Rainfall=2.50"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 4

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2/8/2007

Subcatchment 1S: Parcel Area

Runoff = 1.95 cfs @ 12.07 hrs, Volume= 0.147 af, Depth> 2.27"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 1-Year Rainfall=2.50"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

predevelopment

Type III 24-hr 2-year Rainfall=3.00"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 5

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2/8/2007

Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth>2.77"

Tc=5.0 min CN=98 Runoff=2.35 cfs 0.180 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.180 af Average Runoff Depth = 2.77"

0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

HH. 8.14

predevelopment

Type III 24-hr 2-year Rainfall=3.00"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 6

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2/8/2007

Subcatchment 1S: Parcel Area

Runoff = 2.35 cfs @ 12.07 hrs, Volume= 0.180 af, Depth> 2.77"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 2-year Rainfall=3.00"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

AH. 8.15

predevelopment

Type III 24-hr 10-year Rainfall=4.70"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 7

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Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth=4.46"

Tc=5.0 min CN=98 Runoff=3.71 cfs 0.290 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.290 af Average Runoff Depth = 4.46"
0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

Att. 8.16

predevelopment

Type III 24-hr 10-year Rainfall=4.70"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 8

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2/8/2007

Subcatchment 1S: Parcel Area

Runoff = 3.71 cfs @ 12.07 hrs, Volume= 0.290 af, Depth> 4.46"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

Att. 8.17

predevelopment

Type III 24-hr 25-year Rainfall=5.50"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 9

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2/8/2007

Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth>5.26"

Tc=5.0 min CN=98 Runoff=4.35 cfs 0.342 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.342 af Average Runoff Depth = 5.26"

0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

AH. 8.18

predevelopment

Type III 24-hr 25-year Rainfall=5.50"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 10

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2/8/2007

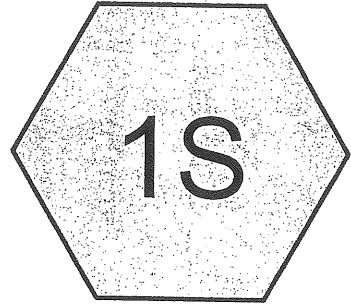
Subcatchment 1S: Parcel Area

Runoff = 4.35 cfs @ 12.07 hrs, Volume= 0.342 af, Depth> 5.26"

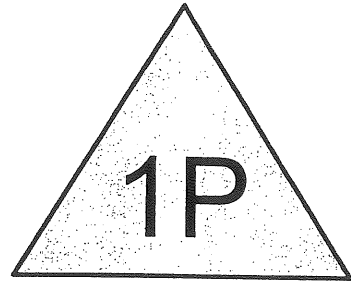
Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-year Rainfall=5.50"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

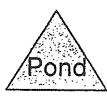
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,



Parcel Area



StormTech Units POI#1



AH-20

postdevelopment

Prepared by Gorrill-Palmer Consulting Engineers, Inc.
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Page 2
2/8/2007

Area Listing (all nodes)

<u>Area (acres)</u>	<u>CN</u>	<u>Description (subcats)</u>
0.780	98	Paved parking & roofs (1S)
<hr/>		
0.780		

12/2/07

postdevelopment

Type III 24-hr 1-Year Rainfall=2.50"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

Page 3

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2/8/2007

Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth>2.27"

Tc=5.0 min CN=98 Runoff=1.95 cfs 0.147 af

Pond 1P: StormTech Units POI#1

Peak Elev=15.16' Storage=0.066 af Inflow=1.95 cfs 0.147 af

Outflow=1.10 cfs 0.093 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.147 af Average Runoff Depth = 2.27"

0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

AH&Z

postdevelopment

Type III 24-hr 1-Year Rainfall=2.50"

Prepared by Gorrill-Palmer Consulting Engineers, Inc.

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Subcatchment 1S: Parcel Area

Runoff = 1.95 cfs @ 12.07 hrs, Volume= 0.147 af, Depth > 2.27"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 1-Year Rainfall=2.50"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

Pond 1P: StormTech Units POI#1

Inflow Area = 0.780 ac, Inflow Depth > 2.27" for 1-Year event
 Inflow = 1.95 cfs @ 12.07 hrs, Volume= 0.147 af
 Outflow = 1.10 cfs @ 12.17 hrs, Volume= 0.093 af, Atten= 44%, Lag= 6.3 min
 Primary = 1.10 cfs @ 12.17 hrs, Volume= 0.093 af

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs / 2
 Peak Elev= 15.16' @ 12.17 hrs Surf.Area= 0.033 ac Storage= 0.066 af

Plug-Flow detention time= 225.3 min calculated for 0.093 af (63% of inflow)
 Center-of-Mass det. time= 123.8 min (884.3 - 760.5)

Volume	Invert	Avail.Storage	Storage Description
#1	12.15'	0.026 af	4.75'W x 7.12'L x 3.35'H Prismaoid x 42 0.109 af Overall - 0.044 af Embedded = 0.065 af x 40.0% Voids
#2	12.65'	0.044 af	44.6"W x 30.0"H x 7.12'L StormTech SC-740 x 42 Inside #1
#3	15.50'	0.002 af	4.75'W x 7.12'L x 1.50'H Prismaoid x 42 0.049 af Overall x 5.0% Voids
		0.073 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	12.13'	12.0" x 110.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 11.85' S= 0.0025 ' /' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior
#2	Device 1	12.15'	1.0" Vert. Orifice/Grate C= 0.600
#3	Device 1	15.00'	6.0' long x 0.7' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32

Primary OutFlow Max=1.09 cfs @ 12.17 hrs HW=15.16' (Free Discharge)

- 1=Culvert (Passes 1.09 cfs of 4.14 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.29 fps)
- 3=Broad-Crested Rectangular Weir (Weir Controls 1.04 cfs @ 1.10 fps)

AH.23

postdevelopment

Type III 24-hr 2-year Rainfall=3.00"

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Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth=2.77"

Tc=5.0 min CN=98 Runoff=2.35 cfs 0.180 af

Pond 1P: StormTech Units POI#1

Peak Elev=15.26' Storage=0.067 af Inflow=2.35 cfs 0.180 af

Outflow=2.24 cfs 0.123 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.180 af Average Runoff Depth = 2.77"

0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

AH.8.24

postdevelopment

Type III 24-hr 2-year Rainfall=3.00"

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2/8/2007

Subcatchment 1S: Parcel Area

Runoff = 2.35 cfs @ 12.07 hrs, Volume= 0.180 af, Depth> 2.77"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 2-year Rainfall=3.00"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

Pond 1P: StormTech Units POI#1

Inflow Area = 0.780 ac, Inflow Depth > 2.77" for 2-year event
 Inflow = 2.35 cfs @ 12.07 hrs, Volume= 0.180 af
 Outflow = 2.24 cfs @ 12.09 hrs, Volume= 0.123 af, Atten= 5%, Lag= 1.4 min
 Primary = 2.24 cfs @ 12.09 hrs, Volume= 0.123 af

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs / 2
 Peak Elev= 15.26' @ 12.09 hrs Surf.Area= 0.033 ac Storage= 0.067 af

Plug-Flow detention time= 190.6 min calculated for 0.123 af (69% of inflow)
 Center-of-Mass det. time= 95.2 min (851.6 - 756.4)

Volume	Invert	Avail.Storage	Storage Description
#1	12.15'	0.026 af	4.75'W x 7.12'L x 3.35'H Prismaoid x 42 0.109 af Overall - 0.044 af Embedded = 0.065 af x 40.0% Voids
#2	12.65'	0.044 af	44.6"W x 30.0"H x 7.12'L StormTech SC-740 x 42 Inside #1
#3	15.50'	0.002 af	4.75'W x 7.12'L x 1.50'H Prismaoid x 42 0.049 af Overall x 5.0% Voids
		0.073 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	12.13'	12.0" x 110.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 11.85' S= 0.0025 ' /' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior
#2	Device 1	12.15'	1.0" Vert. Orifice/Grate C= 0.600
#3	Device 1	15.00'	6.0' long x 0.7' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32

Primary OutFlow Max=2.23 cfs @ 12.09 hrs HW=15.26' (Free Discharge)
 1=Culvert (Passes 2.23 cfs of 4.23 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.43 fps)
 3=Broad-Crested Rectangular Weir (Weir Controls 2.18 cfs @ 1.41 fps)

AH. 8.25

postdevelopment

Type III 24-hr 10-year Rainfall=4.70"

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Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth>4.46"

Tc=5.0 min CN=98 Runoff=3.71 cfs 0.290 af

Pond 1P: StormTech Units POI#1

Peak Elev=15.36' Storage=0.068 af Inflow=3.71 cfs 0.290 af

Outflow=3.67 cfs 0.228 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.290 af Average Runoff Depth = 4.46"

0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

AD. 8.26

postdevelopment

Type III 24-hr 10-year Rainfall=4.70"

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Subcatchment 1S: Parcel Area

Runoff = 3.71 cfs @ 12.07 hrs, Volume= 0.290 af, Depth> 4.46"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 10-year Rainfall=4.70"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

Pond 1P: StormTech Units POI#1

Inflow Area = 0.780 ac, Inflow Depth > 4.46" for 10-year event
 Inflow = 3.71 cfs @ 12.07 hrs, Volume= 0.290 af
 Outflow = 3.67 cfs @ 12.08 hrs, Volume= 0.228 af, Atten= 1%, Lag= 0.6 min
 Primary = 3.67 cfs @ 12.08 hrs, Volume= 0.228 af

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs / 2
 Peak Elev= 15.36' @ 12.08 hrs Surf.Area= 0.033 ac Storage= 0.068 af

Plug-Flow detention time= 139.0 min calculated for 0.228 af (79% of inflow)
 Center-of-Mass det. time= 59.4 min (807.1 - 747.7)

Volume	Invert	Avail.Storage	Storage Description
#1	12.15'	0.026 af	4.75'W x 7.12'L x 3.35'H Prismaoid x 42 0.109 af Overall - 0.044 af Embedded = 0.065 af x 40.0% Voids
#2	12.65'	0.044 af	44.6"W x 30.0"H x 7.12'L StormTech SC-740 x 42 Inside #1
#3	15.50'	0.002 af	4.75'W x 7.12'L x 1.50'H Prismaoid x 42 0.049 af Overall x 5.0% Voids
		0.073 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	12.13'	12.0" x 110.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 11.85' S= 0.0025 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior
#2	Device 1	12.15'	1.0" Vert. Orifice/Grate C= 0.600
#3	Device 1	15.00'	6.0' long x 0.7' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32

Primary OutFlow Max=3.67 cfs @ 12.08 hrs HW=15.36' (Free Discharge)

- 1=Culvert (Passes 3.67 cfs of 4.31 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.57 fps)
- 3=Broad-Crested Rectangular Weir (Weir Controls 3.62 cfs @ 1.68 fps)

Att. 8.27

postdevelopment

Type III 24-hr 25-year Rainfall=5.50"

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Time span=1.00-24.00 hrs, dt=0.01 hrs, 2301 points

Runoff by SCS TR-20 method, UH=SCS

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

Subcatchment 1S: Parcel Area

Runoff Area=0.780 ac Runoff Depth>5.26"

Tc=5.0 min CN=98 Runoff=4.35 cfs 0.342 af

Pond 1P: StormTech Units POI#1

Peak Elev=15.40' Storage=0.069 af Inflow=4.35 cfs 0.342 af

Outflow=4.31 cfs 0.279 af

Total Runoff Area = 0.780 ac Runoff Volume = 0.342 af Average Runoff Depth = 5.26"
0.00% Pervious Area = 0.000 ac 100.00% Impervious Area = 0.780 ac

AD. 8.28

postdevelopment

Type III 24-hr 25-year Rainfall=5.50"

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2/8/2007

Subcatchment 1S: Parcel Area

Runoff = 4.35 cfs @ 12.07 hrs, Volume= 0.342 af, Depth> 5.26"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-year Rainfall=5.50"

Area (ac)	CN	Description
0.780	98	Paved parking & roofs
0.780		Impervious Area

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

Pond 1P: StormTech Units POI#1

Inflow Area = 0.780 ac, Inflow Depth > 5.26" for 25-year event
 Inflow = 4.35 cfs @ 12.07 hrs, Volume= 0.342 af
 Outflow = 4.31 cfs @ 12.08 hrs, Volume= 0.279 af, Atten= 1%, Lag= 0.6 min
 Primary = 4.31 cfs @ 12.08 hrs, Volume= 0.279 af

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs / 2
 Peak Elev= 15.40' @ 12.08 hrs Surf.Area= 0.033 ac Storage= 0.069 af

Plug-Flow detention time= 127.5 min calculated for 0.278 af (81% of inflow)
 Center-of-Mass det. time= 54.0 min (799.2 - 745.2)

Volume	Invert	Avail.Storage	Storage Description
#1	12.15'	0.026 af	4.75"W x 7.12'L x 3.35'H PrismaToid x 42 0.109 af Overall - 0.044 af Embedded = 0.065 af x 40.0% Voids
#2	12.65'	0.044 af	44.6"W x 30.0"H x 7.12'L StormTech SC-740 x 42 Inside #1
#3	15.50'	0.002 af	4.75"W x 7.12'L x 1.50'H PrismaToid x 42 0.049 af Overall x 5.0% Voids
		0.073 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	12.13'	12.0" x 110.0' long Culvert CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 11.85' S= 0.0025 /' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior
#2	Device 1	12.15'	1.0" Vert. Orifice/Grate C= 0.600
#3	Device 1	15.00'	6.0' long x 0.7' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32

Primary OutFlow Max=4.31 cfs @ 12.08 hrs HW=15.40' (Free Discharge)
 1=Culvert (Passes 4.31 cfs of 4.35 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.62 fps)
 3=Broad-Crested Rectangular Weir (Weir Controls 4.26 cfs @ 1.78 fps)

Att. B.29

ATTACHMENT D

DETENTION SYSTEM CALCULATIONS

**GORRILL-PALMER
CONSULTING ENGINEERS, INC.**

P.O. Box 1237
GRAY, MAINE 04039
(207) 657-6910
FAX (207) 657-6912

JOB 1614 NH.8.30
SHEET NO. 1 OF 1
CALCULATED BY WHS DATE 02/09/07
CHECKED BY _____ DATE _____
SCALE _____

DETENTION SYSTEM CALCULATIONS

Given: Assumed ImperVIOUS Area = 0.78 Acres (Entire Site)

Objective: TO DETERMINE THE AMOUNT OF STORAGE REQUIRED TO DETAIN 1" OF RAINFALL ACROSS THE IMPERVIOUS AREAS.

Calculations:

Required: $0.78 \text{ Acres} \times 43,560 \text{ sf/Acre} = 33,977 \text{ sf} \approx \overset{34,000}{\cancel{40,000}} \text{ sf}$

$\overset{34,000}{\cancel{40,000}} \text{ SF} \times 1''/12'' = 2,833 \text{ cf}$

Provided: FROM HYDROCAD CALCS FOR THE 1-YEAR STORM, WHICH IS GREATER THEN 1" OF RAINFALL ACROSS THE SITE, WITH A PEAK ELEVATION OF 15.16' PROVIDES 0.066 ACRE/FT OF STORAGE.

$0.066 \text{ ACRE/FT} \times 43,560 \text{ SF/Acre} = 2,875 \text{ cf}$

THEREFORE: THE DETENTION SYSTEM HAS BEEN ADEQUATELY SIZED TO STORE 1" OF RAINFALL ACROSS THE SITE.

From: James Carmody
To: Needelman, William
Date: 1/18/2007 3:08:17 PM
Subject: Fore Street Hotel

Bill:

Per our discussion yesterday, the applicant should change the internal circular drive-thru at their front entrance from a typical road section with curb to a driveway that is flush with the sidewalk and have two standard driveways for the entrance and exit crossing the public sidewalk. The public sidewalk should be level across the entire front entrance.

I had a meeting with Tom Gorrill this morning to review the Traffic Permit Application and I discussed the entrance driveway issue with him.

James Carmody, P. E.
City Transportation Engineer
City of Portland
207-874-8894
JPC@portlandmaine.gov

CC: Earley, Katherine

SCOPING MEETING NOTES

By: Tom Gorrill
Date: January 18, 2007
Subject: Traffic permit application for residence inn at the corner of Hancock Street and Fore Street- GP job # 1614

Attendance: James Carmody, Thomas Gorrill

Tom Gorrill gave an overview of the project. The following is a summary of the discussion that followed:

1. Jim reviewed the trip generation and noted that the study was based on a hotel rather than a residential inn. Tom noted that it was modeled as a hotel to be conservative (high) since a residential inn would be expected to generate less traffic.
2. Jim reviewed the trip assignment and noted that some of the traffic had been assigned to the Ocean Gateway garage. Tom stated that this was done since the applicant anticipates utilizing this facility.
3. Jim requested that the site plan be revised to show the portion of Hancock Street between Commercial Street and Fore Street currently under construction.
4. Jim stated that the turnaround elevation on Fore Street in front of the hotel should be flush with the proposed sidewalk between the turnaround and the hotel.
5. Jim said that he was satisfied with the traffic permit application and that a traffic study would not be necessary.

C: Attendees, Bill Needelman, Jeremiah Bartlett, Maureen McGlone

Att. 9.3

From: "Thomas Errico" <terrigo@wilbursmith.com>
To: "'James Carmody'" <JPC@portlandmaine.gov>
Date: 3/7/2007 1:11:01 PM
Subject: Fore Street Hotel

Jim -

I have calculated traffic contributions for the above project.

\$4,000 toward improvements at the India Street/Middle Street intersection

\$4,500 towards the conduct of a neighborhood traffic monitoring study

Call me if you have any questions.

Thomas A. Errico, P.E.

Senior Transportation Engineer

Wilbur Smith Associates

59 Middle Street

Portland, Maine 04101

w: 207.871.1785 f: 207.871.5825

TErrico@WilburSmith.com

www.WilburSmith.com <<http://www.wilbursmith.com/>>

CC: "'William Needelman'" <WBN@portlandmaine.gov>



Memorandum
Department of Planning and Development
Planning Division

TO: Chair Patterson and Members of the City of Portland Planning Board

FR: Carrie Marsh, AICP, Urban Designer, Division of Planning

DT: 03/09/07

RE: Extended Stay Hotel – Fore and Hancock Streets

Introduction

An Extended Stay Hotel has been proposed for the corner of Fore and Hancock Streets. This memo reviews only the conceptual building renderings dated February 2007 (there were no elevations or measured drawings provided in the packet).

Description

The proposed project consists of a ground floor of retail and hotel space, with four stories of hotel rooms above. The applicant originally provided a description of the building architecture in its letter of November 14, indicating that the proposed materials are brick, cast concrete, and glass. There is a glass entry tower at the corner of Hancock and Fore Street. There is a second glass tower at the corner of Hancock and the termination of Middle Street.

The applicant notes that the classic façade is broken up horizontally into cap, middle and base with the use of cast stone banding and change of materials from cast stone to brick and back to case stone at the top floor. Brick and cast stone pilasters are used to break up the mass of the façade. The applicant notes that a steel and glass entrance canopy, metal cornice, glass tower, and corner elements are used to enliven and update the traditional architecture. Storefront glazing and decorative awnings are proposed to invite pedestrians into the public space.

Discussion

Building elevations and measured drawings were not provided in the applicant’s packet, so a complete design analysis has not been done at this time.

Section 14-525 (26) requires that development located in the B-5b zone shall meet the following design standards:

Buildings and uses shall be located close to the street where practicable. Corner lots shall fill into the corner and shall provide an architectural presence and focus to mark the corner.

The preliminary renderings indicate that the above standard has been met.

Buildings shall be oriented toward the street and shall include prominent facades with windows and entrances oriented toward the street. Uses that include public access to a building or commercial/office uses in mixed-use development shall be oriented toward major streets whenever possible.

The preliminary renderings indicate that the above standard has been met.

An evaluation of the proposed project according to the *Design Guidelines of the Eastern Waterfront Master Plan* has not been done at this time.

Considerations

The applicant is requested to please provide the following information prior to future workshops:

Building elevations and measured drawings;
Material samples and specifications;
Specifications for windows, doors, awnings, storefronts, signage, and other building elements;
Signage plan.

Design elements for further consideration include the following:

The glass tower shown at the northwest corner, at Hancock Street and Middle Street terminus, appears to be unresolved as a design feature, and seems out of character with the traditional style of the building in general. Staff suggests that further consideration be made of the detailing on this prominent termination point that will be viewed down Middle Street.

Staff recommends that consideration be made to the vehicular entrance to the building on Fore Street, in order to minimize the opening, and mitigate vehicle and pedestrian conflicts.

There is an opportunity to review the proposed building under the *Design Guidelines of the Eastern Waterfront Master Plan*. This is a matter for further consideration.

MEMORANDUM

TO: Bill Needelman, City of Portland Planner
FROM: Dan Goyette, PE – Development Review Engineer, Woodard & Curran
DATE: December 6, 2006
RE: Extended Stay Hotel

Woodard & Curran has reviewed the Sketch Plan submission for the proposed Extended Stay Hotel on Fore Street.

Documents Reviewed

- Sketch Plan for proposed Extended Stay Hotel prepared by Maureen McGlone, Gorrill-Palmer Consulting Engineers dated November 14, 2006.

Comments

- The applicant is proposing to make connections to the sewer and stormwater system in Fore Street. This is a combined system. The City of Portland has designed Hancock Street Extension with a stormwater and sewer collection system. The applicant should pursue using this new separated system. The applicant has been made aware of the new systems at a pre-submission meeting.
- The City is awaiting comments from the applicant on proposed utility connections within Hancock Street Extension so that the City can go out to bid with the construction project.
- The existing stormwater collection system on the site passes under the proposed hotel. It needs to be rerouted around the new hotel.
- The City is prepared to install the new curbing adjacent to the project on Hancock Street Extension. The applicant will be responsible for installing the new sidewalk and lighting.
- The sidewalk on Fore Street will need to be reconstructed to City standards.
- The repaving of both Hancock Street Extension and Fore Street adjacent to the project may be required based upon construction activities.
- The proposed riser pole and standoff brackets on Fore Street will most likely take up most of the sidewalk. Its location should be re-examined to insure that an adequate sidewalk width will be available for pedestrians.

As this is a sketch plan review, these comments are general in nature. A more thorough and technical review will occur when a detailed plan is available.

Please contact our office if you have any questions.

DRG
203848.85

A.H. 11.2

MEMORANDUM

TO: Bill Needelman, City of Portland Planner
FROM: Dan Goyette, PE – Development Review Engineer, Woodard & Curran
DATE: March 8, 2007
RE: Extended Stay Hotel

Woodard & Curran has reviewed the Sketch Plan submission for the proposed Extended Stay Hotel on Fore Street.

Documents Reviewed

- Planning Board Workshop Submission Letter of Correspondence No. 1, Prepared by Gorrill-Palmer Consulting Engineers received February 28, 2007, dated February 2007.

In addition to comments already submitted on the project, we offer the following;

Comments

- The City is continuing to pursue a possible alternative to stormwater detention on-site. If the alternative is feasible and cost effective, the applicant may be able to remove on-site detention. If this is the case, the applicant will be asked to contribute monetarily to the construction of the alternative which allows them to remove their on-site detention system.
- The applicant is proposing to get power from a new electrical vault being proposed as part of the Hancock Street extension project. At this time it is not known whether the vault will be installed or removed from the project. The applicant should be prepared to get their electrical service from another location.
- The stormwater treatment unit shown is within the City right-of-way. The appropriate licenses and permits will be required for its presence.

Please contact our office if you have any questions.

DRG
203848.85

Memorandum
Department of Planning and Development
Planning Division



To: Chair Patterson and Members of the Portland Planning Board

From: Bill Needelman, Senior Planner

Date: Prepared on: March 9, 2007
Prepared for: March 13, 2007 Workshop

Re: **Extended Stay Hotel, Fore Street and Hancock Street**

Introduction:

Summit Hotel Properties, and Norwich Partners, LLC request a second workshop with the Planning Board to review a 180 room hotel proposal for the corner of Fore Street and Hancock Street extension. The project site is currently a portion of the Shipyard Brewery complex.

The project is to be reviewed under the standards for major site plan, and as an amended subdivision (associated with the recent Longfellow Garage project, also formerly a portion of the Shipyard Brewery site.) The project requires an MDOT Traffic Movement Permit to be reviewed by the Board under delegated authority, and as an amendment to the current Shipyard Brewery site plan. The site is entirely located within the B-5b zone.

The applicants used the first workshop to introduce the Board to the scope and design direction for the proposal. In the time since the first workshop, the applicant team has been working closely with the Public Works staff to coordinate the hotel project into current and future infrastructure expectations for the Eastern Waterfront area. The updated material provided with this memo represents a considerable advance in the project's development from the previous meeting, but several outstanding issues remain that will need to be addressed prior to public hearing.

The project is located in the B-5b, Urban Commercial Zone. This meeting was noticed to 143 area property owners as well as having been advertised in the Portland Press Herald and on the City website.

Site Description:

Prior to the Longfellow Garage subdivision, the Shipyard brewery site contained approximately four acres. With the extension of Hancock Street from Middle Street to

KB
Drive thru service ?
zoning determination
brewery site plan ?
clarified

Area A conditions
street cut ~~water~~ utilities stubbed
Architecture - meeting room on
Rear porch, detail of door or roof
Ship yard site plan

Utilities ~~from~~ ^{from} vault from
Rear porch st. exterior. Vault
- Sanitary sewer from
Building to Rear porch st. ext.
- storm water, detail for
1st 1" Bypass to Rear porch st.
Stubbed in Rear porch ext.
con front.
- Elevation @ Valet area

need ^{explained} resolution w/ Jim C
Ship yard - Party provided
New plan provided

DS. Buffer to residential uses @
Montfort? - Not vault

KB. Emergency generators?
Answer 9x9 pad, depressed
below middle st. level

KB. Bump out @ curb?
Why need Valet?

AA. Typical of Urban Hotel
KB why need Carve in? - TG to
explain

MP. Emergency gen ~~is~~ seen
need fence detail WBN

Fore Street, the site was split leaving the brewery operations and the proposed hotel site located on the remaining easterly block of land. The hotel site is proposed as a roughly triangular 34,000 square foot out parcel cut from the remaining brewery site located along both the Hancock Street and Fore Street rights of way.

The Shipyard site was previously developed for heavy industrial manufacturing by the Crosby-Laughlin company. The hotel portion of the site is currently occupied by a metal sided storage building connected to the brewery on the westerly side of the site. A five-story vacant warehouse was recently demolished toward the easterly end of the site, with the vacant portions of the site having been used for commercial parking and random storage associated with the brewery.

The site is of special historic significance to Portland as the birthplace of Henry Wadsworth Longfellow. While the Federal-styled Longfellow house was demolished in the 1950's, a commemorative stone marks the site and retains an historic easement requiring its maintenance.

As a former industrial site, environmental contamination remains an issue for consideration.

Proposed Development:

The five-story, 133,000 square foot, 180 room hotel proposed for the site is intended as an "extended stay" facility, marketed toward business and vacation travelers who plan to stay for more than one or two nights. Its construction will require removal of the metal sided storage building referenced above as well as other operational and circulation changes for the brewery. Potential brewery site plan amendments are provided in the plan set Attachment D. The phasing and responsibility of site improvements related to the brewery are addressed below.

The main pedestrian entry of the proposed hotel is shown at the Fore Street and Hancock Street corner. Vehicles are provided with an internal valet/drop-off circle drive located at the center of the Fore Street façade, which also serves as a pedestrian entrance. Service vehicles are provided access to the brewery site via an existing curb cut on Fore Street to the east of the hotel that would serve both for hotel deliveries and pick up of solid waste.

Both pedestrian entries open to a large lobby/common area on the first floor. A retail space had originally been proposed to extend up the Hancock Street side of the first floor, but the applicant has indicated that retail uses will probably transition to the Fore Street frontage. Given that there is a +/- eight foot drop from Middle Street to Fore Street, there had never been any pedestrian entrances proposed to locate along Hancock Street. The balance of the first floor includes service uses, a pool, and guest rooms at the rear. Revised ground level floor plans have not been provided and will be needed prior to subsequent meetings.

Upper floors are dominated by guest rooms wrapping the exterior of the building on all sides.

mp. strip and stormwater

KB. need coat considered
for separation of strip
Yard

SO. clarify ~~that~~ valet design

Architectural issues

Valet described

SO. why elevations?

explained in detail

DS. fence detail @ Middle
need detail - wall?

KB. Resolution of Architecture
"is resolved"

mp. "Options" - 65'

KB. concerned w/ Blocky sidewalk

mp. Side lines from Valet?

T. Gornall - signs

→ need detail of ped protection

Can. will work w/ applicant
on pedestrian

SO. Entrances, Tower

Trucks - right turn lane
unusable to driver - loss

of parking

JT. Trip ends / garage / valet ?

TRIPS @ Valet - 36 entering 33 exit

60 TRIPS

The exterior design shows a traditional, classically influenced composition and is still at a preliminary state of development. In addition to the previously provided drawings, please find colored renderings provided in plan set Attachment E. Urban Designer, Carrie Marsh, has provided a design review memo for the Board's consideration included in Attachment 10.

The Board should note that the construction of Hancock Street extension is to be performed by the City, though the project will provide sidewalks and lighting. The Fore Street frontage of the site is to be improved with new brick sidewalks. Lighting and landscaping plans have yet to be submitted and are will be needed prior to further review by the Planning Board.

Zoning:

As stated above, the site is located in the B-5b zone. Building heights are allowed to be 65 feet and buildings are required to be located within 10 feet of adjacent street rights of way. The proposal appears to satisfy these requirements and hotels are a permitted use in the B-5b.

Additionally, as a building of over 100,000 square feet, the project is required to provide an off-street loading facility. As noted above, loading for the hotel is proposed to be accommodated from the adjacent brewery site. Zoning Administrator, Marge Schmuckal indicates that this will satisfy the off-street loading requirements of the code as long as there is a satisfactory easement provided to ensure long-term access for hotel loading needs. Please see the subdivision discussion below.

Subdivision:

As stated in the introduction, the project is an out-parcel of the Shipyard Brewery site and is to be reviewed as an amendment to the recent Longfellow Garage subdivision. The draft subdivision plan is provided in Attachment C. Staff was provided with this plan only recently, and its review is continuing. As noted above, it will be important for all functional easements required by both the brewery and hotel sites to be shown and adequately notated on the subdivision plan. under
review

Shipyard Brewery Site Plan:

The Shipyard Brewery site plan has evolved overtime as a collection of Board and staff approved changes to the old Crosby Laughlin site. With the proposed division of the hotel parcel, the site for the brewery, as well as its building configuration due to the removal of the metal-sided shed building, will change significantly. However, given that the hotel site is proposed over the footprint of a recently removed vacant build and much of this portion of the site was dedicated to off-site parking uses, the functional impacts to the brewery are not as great as one might imagine.

Robbie

None!

- need better clarification of what Board Director Re design guidelines
- Architecture Tower / Pedestrian details

MR strongly encouraging Guidelines

1) need existing site plan

2) Party needs conditional approval tied to use

3) need pedestrian protection

SB

Building look like every other building in area - concern

2) Don't like direction, but understand it - work to minimize visually, document need management plan for staff - Blocking sidewalks problem (condition)

3) additional pedestrian entrances

4) why guidelines not standards

JI Dito, material, design, signage, pedestrian / architecture details

SO Dito

JI what - safety issue - can't on sidewalk problem - need subtle features

Included as Attachment D is a conceptual site plan revision for the brewery showing a new building footprint, revised parking, and a revised stormwater system for the brewery's southeasterly parking and circulation areas. This image is provided as a concept for the future of the brewery, but only if the brewery owners decide that they need to replace the interior space lost to the shed demolition. Board members should note that the new building shown on Attachment D is not part of the current application and is provided to show only that the brewery retains the ability to both function and grow with the hotel on site. Without the brewery addition, the parking and circulation changes to the brewery are largely unchanged, but stormwater management remains an issue.

Planning staff has requested of the applicant that plans be developed for review demonstrating the post development intentions and responsibilities of this developer with regard to the remaining brewery site and use. These plans will show changes to pavement, circulation, loading, lighting, parking and management of the stormwater. Additionally, the treatment of the remaining brewery building should be detailed to give the board and public a complete picture of the post development condition requested for approval with this review. Staff will review these documents according to applicable standards for the Board's consideration. If approved, this developer will need to have secured the necessary rights to construct the changes to the brewery to ensure a functional complex of sites at the completion of the project.

If at any time in the future, the brewery owners decide that a building addition is in their interest, they will need to separately apply for site plan review as necessitated by the scale of their proposal. Under no circumstances should inclusion of Attachment D of this memo convey a message of approval for the building addition shown, because the current applicant does not have the necessary rights or obligations to construct such a project. That having been said, it is excellent information for the Board to have when considering the future of the site as a whole.

Traffic, Circulation and Parking:

Traffic:

As stated above, the project requires a Traffic Movement permit. The scoping meeting for the Traffic Permit has been held and the applicant has provided a Traffic Impact Study(Attachment 3). The findings of the study have been reviewed by the City traffic engineering staff and consultants and there is a general agreement that the existing street system, with little augmentation, will accommodate the traffic generate by the proposal.

The traffic movement permit is required due to the projected peak hour volume of traffic, which is estimated as follows: AM weekday, 88 trips; PM weekday, 118 trips; Saturday peak hour, 159 trips. Given that the parking is to be provided at the Longfellow Garage, projected vehicle trips will be distributed between the hotel entry and the Middle Street entrance to the garage. Truck, waste pick-up, and service deliveries utilize a Fore Street curb cut located to the east of the hotel.

31. ~~10~~ Trip gen - good to
see comp to offer extended
stay hotel - diff, hour

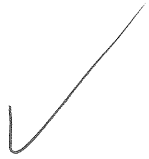
MR, Dito
— wood line P.H.

SO

ISSUES Re: Design
Detail & Directday

The Traffic Impact Study suggests that the majority of impacts will be felt at the Middle Street/India Street intersection. While the incremental impacts of the proposal do not yet warrant major changes to the intersection, taken in conjunction with other traffic changes and future traffic growth, improvements are anticipated. The City has been recently asking developers in the area to contribute funds toward future improvements to the India Street area as well as toward future monitoring of traffic to identify problems as they might develop. Consulting traffic engineer, Tom Errico has provided suggestions for contributions (based on comparative impacts to other area developments) as follows:

\$4,000 toward improvements at the India Street/Middle Street intersection
\$4,500 towards the conduct of a neighborhood traffic monitoring study



Pedestrians:

As stated above, new brick sidewalk is proposed for Fore Street along the parcel frontage and the developer is responsible for the brick sidewalk associated with the Hancock Street extension. City Traffic Engineer, Jim Carmody, has asked for additional detail as to the relative elevations of the valet area, sidewalk and Fore Street to ensure that the pedestrian experience for people walking in front of the valet area retains the feeling of sidewalk as opposed to driveway. He will be meeting with Gorrill Palmer engineers to ensure that his concerns are met. A detail of pavement choices for the brick sidewalk in the area of the valet drop-off are provided in the colored drawings included in Attachment E.

Parking:

In general, the site is provided with no on-site parking with the project having secured a commitment to rent 140 spaces in the proposed Longfellow Garage. The adequacy and lease commitment for these spaces will be reviewed prior to scheduling the project for public hearing.

Stormwater:

Currently, the site is 100% impervious and discharges through subsurface collection and surface sheet flow into the Fore Street combined sewer system. A revised stormwater management report is provided in Attachment 8. The stormwater design for the site has been coordinated with Public Works' design of Hancock Street and the recently constructed Ocean gateway system. Originally, the applicant proposed to discharge stormwater into the combined Fore Street system, but Public Works requested that the new separated Hancock system be utilized (as designed, the new Hancock Street system will cross Fore Street and join the separated Ocean Gateway system which provides water quality treatment prior to outletting into the harbor.) Capacity limitations in the Ocean Gateway system require that the hotel (and other private developments – including the Longfellow projects and the Village Café site) utilize on-site underground stormwater detention.

As designed, the stormwater detention unit would require a license or easement from the City.

The City, recognizing the difficulties that on-site detention poses to urban development sites, has engaged Woodard and Curran engineers to evaluate adding capacity to the Eastern Waterfront stormwater system by designing a new separated pipe from the Hancock Street system to Franklin Arterial down the Middle Street ROW. While the subject site is too low to use such a system, it would benefit from increased capacity in the downstream pipes and may be able to avoid detention. If such a system becomes appears feasible, staff will coordinate with the applicant as to whether the project would like to participate in the funding of the Middle Street pipe, and avoid on-site detention.

As stated above, additional detail is needed to determine whether the remnant brewery site stormwater system adequately addresses the balance of the site.

Utilities:

Stormwater and sewer are proposed to route into the proposed Hancock Street system in separate lines. Capacity for the storm system is well understood (see above), but the applicant has not yet received a sanitary sewer capacity letter.

The project proposes to use underground electrical lines and vaults within the Hancock Street extension. The City's reviewing engineer recommends coordination with Public Works to determine whether one of the proposed underground vaults is to be built. If there is to be no vault, an alternative electrical routing is needed.

Gas and water are to be accessed from existing lines in Fore Street.

Landscaping and Lighting:

No landscaping or lighting plans have been provided, but given the limited amount of site available, these will be largely limited to sidewalk features. The proposed street lights are to be an "esplanade" fixture on a pole type consistent with the Longfellow project. Street tree wells are shown. Detailed plans will be provided shortly.

need

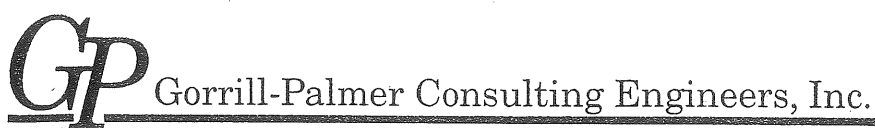
Historic Features:

As described at the previous workshop, there is a stone plaque on site commemorating the birth place of Henry Wadsworth Longfellow. The details of relocating this feature still need to be resolved.

Attachments:

1. Written statement and application – November 14, 2006
 2. Right Title and Interest
 3. Traffic Material – Traffic Impact Study – February 6, 2007
 4. Utility Capacity letter requests – (Cable TV received)
 5. Natural Areas review request
 6. Historic Resources review request
 7. Updated Written Statement - February 15, 2007
 8. Stormwater Management Report
 9. Traffic Review memos – Preliminary - January 18, 2007
Traffic Permit Scoping Meeting notes (Gorrill Palmer)
Update for contribution amounts – March 7, 2007
 10. Urban Design memo – Updated – March 8, 2007
 11. Engineering Review memo – Preliminary – December 6, 2006
Updated – March 8, 2007
-
- A. Watershed Plans – Pre and Post Development
 - B. Site Plans and Details
 - C. Subdivision Plan – Draft
 - D. Shipyard Brewery – Conceptual Future Site Plan
 - E. Architectural Drawings

Att. 1.1



PO Box 1237
15 Shaker Rd.
Gray, ME 04039

Traffic and Civil Engineering Services

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

November 14, 2006

Mr. William Needelman, AICP
Senior Planner
City of Portland
Planning & Development Department
389 Congress Street
Portland, Maine 04101

Re: Proposed Extended-Stay Hotel
Fore Street and Hancock Street Extension
Sketch Plan Review

Dear Bill:

Norwich Partners LLC has retained Gorrill-Palmer Consulting Engineers, Inc. to prepare plans and permit applications for the proposed construction of a 180 room extended-stay hotel. The proposed development is located at the intersection of Hancock Street Extension and Fore Street on land partially occupied by the Shipyard Brewery in Portland, Maine. In order to formally commence the Planning Board review process, a Sketch Plan submittal consisting of a Site Layout Plan and Building Elevations has been included with the Site Plan Application. A site location map depicting the site is enclosed as Figure 1.

We have appreciated the opportunity to meet with City staff to date and look forward to the Planning Board review process.

Description of Development Site

The project site is located at the intersection of Hancock Street Extension and Fore Street, on land partially occupied and owned by the Shipyard Brewery. The project site is approximately 34,000 square feet and is a portion of Chart 20, Block C, Lot 9 on the City of Portland Tax Maps that is approximately 4.02 acres. There are two buildings currently located on the project site; a portion of a building that is currently used for warehousing and a vacant multi-story office building. The project proposes the discontinuation of the warehousing operations and the partial demolition of this building (approximately 12,086 SF), the complete demolition of the vacant office building (approximately 6,341 SF) and construction of the four to five story hotel (ground coverage of approximately 30,811 SF).

Proposed Development

The proposed development project is a 180 room extended-stay hotel. Norwich Partners has assembled a team of professionals to facilitate with the design, permitting and construction. The first floor of the hotel has a footprint of 30,811 SF with a total floor area of approximately 133,000 SF. The average building height as measured at equidistant points around the hotel is approximately 56 feet. The first floor of the hotel includes the lobby as well as a pool and exercise room and a meeting room for hotel guests. The first floor also includes 3,000 SF of retail space planned along Hancock Street Extension. Vehicular access to the hotel entrance and valet service is provided in the center of the building along Fore Street through an interior circular driveway. Parking for the hotel will be provided at the adjacent Ocean Gateway Garage.

HH.1.2

Mr. William Needelman
November 14, 2006
Page 2 of 4

Zoning

The proposed development is located in the Urban Commercial Mixed Use (B5b) zone. Hotels and retail facilities are permitted structures and uses within this district. The following dimensional requirements apply to the Urban Commercial Mixed Use zone:

◆ Minimum Lot Size	None
◆ Minimum Frontage	None
◆ Yard Dimensions	
○ Minimum Front Setback	None
○ Maximum Front Setback	10 feet
○ Minimum Side Setback	None
○ Minimum Rear Setback	None
◆ Maximum Lot Coverage	100%
◆ Maximum Residential Density	60 dwelling units/acre
◆ Maximum Building Height	65 feet

As shown on the Site Layout Plan, the proposed development conforms to the zoning standards for the Urban Commercial Mixed Use zone.

Building Architecture

The proposed hotel respects the historic character of Portland's waterfront architecture in the use of materials, proportions and detailing. The classic facade is broken up horizontally into cap, middle and base with the use of cast stone banding and change of materials from cast stone to brick and back to cast stone at the top floor. Brick and cast stone pilasters create an energetic rhythm that breaks up the mass of the facade. A dramatic steel and glass entrance canopy along with the use of a metal cornice, glass tower and corner elements enliven and update the traditional architecture. The storefront glazing and decorative awnings invite pedestrians into the public space on the ground floor. Preliminary building elevations and a schematic floor plan of the proposed development are included within this submission.

Historic

A plaque identifying the birthplace of Henry Wadsworth Longfellow is mounted on a rock that is located in the southern corner of the project site where Hancock Street is planned to be extended to intersect with Fore Street. The road extension and proposed hotel project will require the relocation of this rock and plaque. It has been determined through conversations with the Maine Historic Preservation Commission that the rock and plaque can be relocated as long as its new location is within the historic Longfellow homestead. The developer proposes to relocate the rock and plaque on Hancock Street Extension and incorporate the rock and plaque into its sidewalk and streetscape design. Plans showing the proposed relocation of the rock and plaque will be presented to the City for review. It is anticipated that the proposed hotel will be a complementary abutting use for this historic monument.

A letter has also been sent to the Maine Historic Preservation Commission to determine the presence of any other structure or area on the site with historical, architectural, or archeological significance as defined by the Natural Historic Act of 1996.

Mr. William Needelman
November 14, 2006
Page 3 of 4

Landscape and Buffering

The triangular shape of the proposed building design affords the opportunity to create a landscaped courtyard area within the interior of the building. Landscape design plans will be submitted to the City for review that will include the proposed design for sidewalks and streetscapes along Fore Street and Hancock Street Extension. The project site includes a buffer strip along the retained Shipyard Brewery property and it is anticipated that landscaping will be utilized to enhance this buffer strip.

Parking

No parking is proposed on the project site as the developer has executed an agreement with Ocean Gateway Garage LLC to lease 140 parking spaces within the planned Ocean Gateway Garage located across Hancock Street Extension from the project site. The leased parking spaces will be available to hotel guests for both valet and self-park service. A pedestrian entry to the hotel proposed for the corner of Fore Street and Hancock Street Extension has been planned in conjunction with the planned pedestrian entry to the garage across Hancock Street Extension. Short-term parking will be available for guests checking into the hotel within the vehicular entry area of the building.

Utilities

At this time it is anticipated that sewer, water, gas, electrical, telephone, and cable exist within the Fore Street right-of-way. The following utilities have been contacted to obtain additional utility information:

- ◆ Portland Water District
- ◆ Portland Department of Public Works
- ◆ Central Maine Power
- ◆ Time Warner Cable of Maine
- ◆ Northern Utilities, Inc.
- ◆ Verizon Engineering

Copies of the letters to the various utilities companies are attached.

Lighting

The preparation of a Lighting Plan for submittal to the City will be part of the Site Plan Application.

Stormwater Management

Although there is a proposed increase in building footprint, there is no increase in impervious surface as the proposed building location is currently covered with existing buildings or pavement. An estimated 11,484 sf of paved surface would be replaced by building. A Maine Construction General Permit will be required to be issued by the Maine Department of Environmental Protection two weeks prior to construction. The redevelopment of existing impervious areas will not require any additional permits from the MDEP.

Mr. William Needelman
November 14, 2006
Page 4 of 4

Natural Resources

The construction of the 180 room extended stay hotel will not result in any impact to wetlands. The following agencies have been contacted to obtain additional information applicable to natural resources.

- ◆ Department of Conservation - Natural Areas Program
- ◆ Fish and Wildlife Service
- ◆ Department of Inland Fisheries & Wildlife

Copies of the natural resources letters are attached.

Solid Waste

The typical generation rate for solid waste, consisting of non-recyclable and recyclable material, was determined based upon existing data from hotels of similar size as well as input from a local waste disposal company. The proposed development will produce the following estimated quantities of commercial solid waste for a hotel with a total floor area of 133,000 SF:

- ◆ Recyclable Waste
0.40 CY / 1,000 s.f. per month = 53 CY / month
- ◆ Non-Recyclable Waste
0.75 CY / 1,000 s.f. per month = 100 CY / month

The hotel shall contract with a licensed waste hauler.

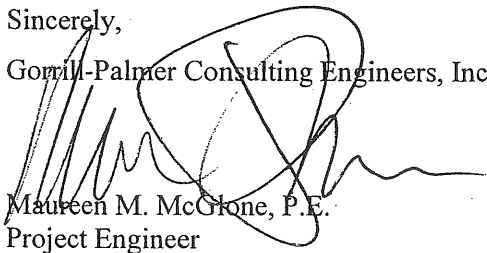
Traffic

Gorrill-Palmer Consulting Engineers, Inc. has prepared a preliminary traffic and parking narrative for the proposed 180 room extended stay hotel. The narrative is attached to this letter.

Norwich Partners is pleased to submit their proposed development plan for Sketch Plan Review. The project team looks forward to the Planning Board's review of this project. Please contact me if you have any questions relative to this matter.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.


Maureen M. McGlone, P.E.
Project Engineer

Enclosure

cc: Ara Aftandilian, Summit Hotel Properties, Inc.

Att. 1.5



City of Portland Site Plan Application

If you or the property owner owes real estate taxes, personal property taxes or user charges on any property within the City, payment arrangements must be made before permit applications can be received by the Inspections Division.

B-5b

Address of Proposed Development: 127 Fore Street		Zone: Urban Commercial
Existing Building Size: 121,016 sq. ft.	Proposed Building Size: 133,003 sq. ft.	
Existing Acreage of Site: 175,111 sq. ft.	Proposed Acreage of Site: 34,015 sq. ft.	
Tax Assessor's Chart, Block & Lot: Chart# 20 Block# C Lot# 9	Property owner's mailing address: Shipyard Brewing Co LLC 86 Newbury Street Portland, ME 04102	Telephone #: 207-761-0807
Consultant/Agent, mailing address, phone # & contact person: Ara Aftandilian Summit Hotel Properties, Inc. PO Box 394, Topsfield, MA	Applicant's name, mailing address, telephone #/Fax#/Pager#: Norwich Partners LLC c/o Summit Hotel	Project name: Extended-Stay Hotel

978-887-3640 01983 Properties, Inc.
Fee For Service Deposit (all applications) (\$200.00)

Proposed Development (check all that apply)

- New Building Building Addition Change of Use Residential Office Retail Hotel
- Manufacturing Warehouse/Distribution Parking lot
- Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ + major site plan fee if applicable
- Site Location of Development (\$3,000.00)
- (except for residential projects which shall be \$200.00 per lot _____)
- Traffic Movement (\$1,000.00) Storm water Quality (\$250.00)
- Section 14-403 Review (\$400.00 + \$25.00 per lot)
- Other _____

Major Development (more than 10,000 sq. ft.)

- Under 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000.00)
- Parking Lots over 100 spaces (\$1,000.00)
- 100,000 - 200,000 sq. ft. (\$2,000.00)
- 200,000 - 300,000 sq. ft. (\$3,000.00)
- Over 300,000 sq. ft. (\$5,000.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

Minor Site Plan Review

- Less than 10,000 sq. ft. (\$400.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

Plan Amendments

- Planning Staff Review (\$250.00)
- Planning Board Review (\$500.00)

~ Please see next page ~

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

Ara Aftandilian
 Summit Hotel Properties, Inc.
 218 Boston Street, Suite 109
 P.O. Box 394
 Topsfield, MA 01983
 978-887-3640

Submittals shall include (9) separate **folded** packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans checklist
- d. 1 set of 11 x 17 plans

Amendment to Plans: Amendment applications should include 9 separate packets of the above (a, b, & c)

ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process which is available on our web site: portlandmaine.gov

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: 	Date: 11/14/06
---	----------------

This application is for site review ONLY; a building Permit application and associated fees will be required prior to construction.

Final Att. 2.1

Rev. 6/21/06
Version 4

PURCHASE AND SALE AGREEMENT

dated as of June ²³, 2006

between

SHIPYARD BREWING COMPANY LLC

as Seller,

and

NORWICH PARTNERS LLC, OR ITS ASSIGNEE

as Purchaser

**IN CONNECTION WITH THE PURCHASE OF LAND LOCATED AT
THE INTERSECTION OF FORE STREET AND HANCOCK STREET EXTENSION
PORTLAND, MAINE**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of the 23rd day of June, 2006, (the "Agreement") between Shipyard Brewing Company LLC ("Seller") a Maine limited liability company, and NORWICH PARTNERS, LLC, a Delaware limited liability company, or its nominee, assignee or designee ("Purchaser").

ARTICLE I

DEFINITIONS: RULES OF CONSTRUCTION

1.1 Definitions. The following terms shall have the indicated meanings:

"Act of Bankruptcy" shall mean if a party hereto shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (b) admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of its creditors, (d) file a voluntary petition or commence a voluntary case or proceeding under the Federal Bankruptcy Code (as now or hereafter in effect), (e) be adjudicated a bankrupt or insolvent, (f) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, (g) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case or proceeding under the Federal Bankruptcy Code (as now or hereafter in effect), or (h) take any corporate or limited liability company action for the purpose of effecting any of the foregoing; or if a proceeding or case shall be commenced, without the application or consent of a party hereto or any general partner thereof, in any court of competent jurisdiction seeking (1) the liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of debts, of such party or general partner, (2) the appointment of a receiver, custodian, trustee or liquidator for such party or general partner or all or any substantial part of its assets, or (3) other similar relief under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case shall continue undismissed; or an order (including an order for relief entered in an involuntary case under the Federal Bankruptcy Code, as now or hereafter in effect) judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 consecutive days.

"Approvals" shall mean all licenses, including, without limitation, all liquor licenses, if any, permits, including any zoning relief, and approvals or review required by any governmental or quasi-governmental agency, body or office for the design, construction, ownership, operation and use of the Real Property and any part thereof for the Hotel.

"Closing" shall mean the closing of the sale and acquisition of the Land pursuant to this Agreement.

"Closing Date" shall mean the date on which the Closing occurs.

"Consideration" shall mean

"Deposit" shall mean the amount of

"Effective Date" shall mean the date of this Agreement as shown on the cover sheet of this Agreement.

"Escrow Agent" shall mean LandAmerica Title Insurance Company.

"FIRPTA Certificate" shall mean the affidavit of the Seller under Section 1445 of the Internal Revenue Code certifying that Seller is not a foreign corporation, foreign Seller, foreign limited liability company, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations), in form and substance satisfactory to the Purchaser.

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

"Hotel" shall mean a minimum 150 hotel guest room Residence Inn by Marriott and related amenities and ancillary uses to be constructed and operated on the Land, provided that the Hotel shall not exceed four (4) stories in the rear facing the existing brewery and no more than five (5) stories facing to the side and front of the hotel. In computing the number of stories, the basement or any level wholly below the surface of the ground shall be excluded.

"Improvements" shall mean the Hotel and all other buildings, improvements, fixtures, site work and other items of real estate to be constructed on the Land in connection with the Hotel.

"Knowledge" shall mean the actual knowledge of the Seller.

"Land" shall mean that certain parcel of real estate containing approximately 34,100 square feet of land lying and being in the City of Portland, County of Cumberland and State of Maine located at the northerly corner of the intersection of Fore Street and Hancock Street Extension, being a portion of Assessors Map 20, Parcel C 9, as shown as "Hotel Lot" on the attached Exhibit A, together with any right, title or interest of Seller in that portion of Fore Street which abuts the southerly sideline of the Land, either at law or in equity, in possession or expectancy, now or hereafter acquired. As the Land is not currently separately subdivided, the Land as shown on the attached Exhibit A is only an approximate depiction and shall be definitively described by metes and bounds and on a final plan to be completed within the Approvals Period based upon the plans submitted by the Seller and the Purchaser substantially consistent with Exhibit A and the requirements of the applicable Governmental Body having jurisdiction over the subdivision, provided, however, in no circumstances shall the northwesterly property line encroach into the Clearance Area as that area is marked on Exhibit A attached hereto.

"Ocean Gateway Garage" shall mean that multi-level parking garage to be constructed on land of Seller southerly of the Hancock Street Extension and across Hancock Street Extension from the Land as approximately shown on the plan attached hereto as **Exhibit A** as "Parking Garage."

"Ocean Gateway Garage Lease" or the "Parking Lease" shall mean the Lease for the one hundred and twenty (120) parking spaces in the Ocean Gateway Garage referenced in **Section 2.2(e)**.

Permitted Title Exceptions" shall mean those exceptions to title to the Land, those exceptions to title to the Ocean Gateway Garage Lease parcel and those exceptions to title to the Temporary Parking Parcel that the Purchaser has not timely objected to as defects of title or unacceptable encumbrances pursuant to **Section 2.2**. Permitted Exceptions shall include any inchoate liens for real estate taxes for the Land not yet due and payable subject to adjustment by proration between the Seller and the Purchaser at the Closing. It is understood that there will be a separate list of Permitted Exceptions for each of the Land, the Ocean Gateway Garage Lease parcel and the Temporary Parking Parcel.

"Riverwalk Longfellow Project" shall mean the proposed condominium project to be constructed by Riverwalk, LLC, or its affiliate, an affiliate of Seller, bounded by Fore, India, Hancock and Commercial Streets.

"Real Property" shall mean the Land and the Improvements.

"Study Period" shall mean a period commencing at 9:00 am on the Effective Date, and continuing until 5:00 p.m. on that date which is the 90th day after the Effective Date (the "Study Period").

"Temporary Parking Parcel" shall mean the parcel or parcels of land shown on **Exhibit A** attached hereto and made a part hereof and labeled Number s 1 and 4.

"Title Company" shall mean LandAmerica Title Insurance Company, One Canal Plaza, 8th floor, P.O. Box 7505, Portland, Maine 04101.

"Title Policy" or "Title Policies" shall mean a policy or policies of title insurance or the applicable endorsement issued to the Purchaser by the Title Company, dated as of the Closing Date, pursuant to which the Title Company insures (i) the Purchaser's ownership of fee simple title to the Land, (ii) the Leasehold Estate of the Purchaser in the Parking Lease, and (iii) the Leasehold Estate of the Purchaser's Lease for the Temporary Parking area or areas (to the extent applicable as provided in this Agreement), subject only to the Permitted Title Exceptions in each case. The Title Policy for the Land shall insure the Purchaser in the amount of the Consideration for the Land and shall be acceptable in form and substance to the Purchaser as determined during the Study Period.

"Utilities" shall mean public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities, cable, and all other utility facilities and services necessary for the construction, operation and occupancy of the Real Property upon completion of the Hotel as a hotel.

ARTICLE II

PURCHASE AND SALE; STUDY PERIOD;
PAYMENT OF CONSIDERATION


2.1 Purchase and Sale. In consideration of the payment of the Consideration by Purchaser to Seller, Seller agrees to sell, assign and transfer the Land to Purchaser and Purchaser agrees to purchase the Land, in accordance with the terms and conditions set forth herein.

(a) The Consideration shall be paid as follows:

(i) Simultaneously with the execution of this Agreement, Purchaser shall deposit the Deposit with the Escrow Agent (or with Seller's counsel, Nathan Smith, Esquire, until such time as an appropriate escrow agreement is executed with the Title Company and then such sums shall be delivered to the Title Company) to be placed in an interest bearing account by the Title Company, which Deposit is and shall be, except as specifically otherwise provided herein, fully refundable in accordance with the provisions set forth in this Agreement. The Deposit shall be held subject to the terms of the Escrow Agreement attached hereto as Exhibit 2.1(a) consistent with the terms of this Agreement.

(ii) The balance of the Consideration, subject to adjustment at Closing as provided in this Agreement, shall be paid by the Purchaser to the Seller by wire transfer to the Title Company and then wire transfer to the Seller.

(b) The Deposit shall be credited toward the Consideration at Closing, and the Deposit shall be held by the Escrow Agent to be released to Seller as follows:

-  of the Deposit shall become non-refundable as of the execution of this Agreement by the Seller and shall be immediately paid to Seller (the "Initial Non-Refundable Deposit").
- The balance of the Deposit shall be held in escrow by the Escrow Agent and be subject to the following provisions,
 - In the event the Purchaser terminates this Agreement prior to the expiration of the Study Period the entire Deposit less the Initial Non-Refundable Deposit shall be returned to Buyer;

- In the event the Approvals are not secured and Purchaser timely notifies Seller of its intention to terminate this Agreement as set forth herein, the Deposit less the Initial Non-Refundable Deposit and the Additional Disbursed Deposits (as hereafter defined) shall be returned to the Purchaser;
- In the event the Seller fails to perform its obligations under this Agreement, the entire Deposit shall be refunded to the Purchaser (which shall not be a limitation of Buyer's remedies at law and in equity).
- Upon the expiration of the Study Period the sum of [redacted] per month (the "Additional Disbursed Deposits") for each month thereafter, until this Agreement is terminated or the Closing occurs, shall become non-refundable (except due to Seller's breach under this Agreement) and shall be paid to the Seller on the first day of each month.
- In the event that the Purchaser fails to perform its obligations hereunder, then the Deposit shall be paid to Seller as liquidated damages in accordance with Section 8.1 of this Agreement.

2.2 Study Period /Approvals Period

(a) The Purchaser shall have the right, until the end of the Study Period, to enter upon the Land (which shall include the same rights with respect to the Ocean Gateway Garage Parcel and the Temporary Parking Parcel) and to perform, at the Purchaser's expense, such economic, surveying, engineering, environmental, topographic and marketing tests, utility availability, and such other studies and investigations as the Purchaser may deem appropriate with respect to the Land and the Hotel to be constructed on the Land provided Purchaser gives Seller at least twenty-four (24) hours notice prior to entering on the Land. The Purchaser shall have the right to investigate the Land, including, without limitation, a full environmental due diligence audit and investigation of the Land and UCC, lien, litigation, judgment and bankruptcy searches on the Seller, provided that, in the event Purchaser elects to conduct subsurface investigations, Purchaser shall first obtain Seller's consent, which consent shall not be unreasonably withheld, delayed or conditioned. The foregoing notwithstanding, the Purchaser shall not have the right to undertaken any subsurface testing of the Ocean Gateway Garage Parcel without the Seller's consent, it being understood that Seller shall deliver to the Purchaser for Purchaser's review all such information in the Seller's possession and control. If such tests, studies and investigations are unsatisfactory to the Purchaser, in the Purchaser's sole and absolute discretion, then the Purchaser shall have the option to so notify the Seller in writing prior to the expiration of the Study Period with respect to all such matters and this Agreement shall automatically terminate, and the Purchaser shall be released from any further liability or obligation under this Agreement other than Purchaser's indemnification obligations given pursuant to this paragraph which shall survive termination of this Agreement, and the Deposit, together with interest accrued thereon, except for the Initial Non-Refundable Deposit, shall be immediately refunded to Purchaser. In

the event Purchaser does not notify Seller of an unsatisfactory test study or investigation by the expiration of the Study Period, then Purchaser shall have waived its right to terminate this Agreement and receive back the Deposit because of said unsatisfactory test, study or investigation which existed as of the date of the reports received during or, if not subject to a report, then as of the expiration date of the Study Period (but no waiver is given for matters that first arise after the date of any relevant report or the expiration date of the Study Period). In the event that Purchaser terminates this Agreement in accordance with the terms hereof at any time, Purchaser agrees to provide to Seller without charge by Purchaser (but Seller shall be responsible for any third-party charges in connection therewith) copies of any and all reports, studies, surveys or tests which Purchaser has received with respect to the Land together with permission from the Purchaser to contact and contract with any individual or entity that provided any such report, study, survey or test for the future use thereof shall be at Seller's expense, it being understood that the cost of producing any such reports for Purchaser's use shall be Purchaser's. Purchaser shall indemnify Seller for any loss, damage or liabilities arising out of activities of the Purchaser or its agents, employees or contractors on the Land during the Study Period and Purchaser shall obtain an insurance policy (which policy can be given by Purchaser's consultants who will enter upon the Land) in amounts and with a company, satisfactory to Seller and naming the Seller as an additional insured prior to entry upon the Land.

(b) Purchaser shall have the right to review and Seller shall provide to the Purchaser (within seven (7) business days of the "Effective Date") to the extent not previously provided to Purchaser by Seller, copies of those documents listed on Exhibit 2.2(b) attached hereto (it being agreed that Exhibit 2.2(b) shall be created and attached to this Agreement simultaneously with the delivery of said due diligence documents; collectively said documents shall be referred to as the "Due Diligence Documents"). Seller shall deliver such additional Due Diligence Documents as may be requested by Purchaser which are requested as a result of the review by Purchaser of the initial Due Diligence Documents provided by the Seller, said additional documents to be provided by the Seller, to the extent in Seller's possession or control, within five (5) business days of the date of the request by Purchaser. To the extent any requested information is not in Seller's possession or control, Seller will cooperate with the Purchaser, without cost to Seller, in seeking said requested information.

(c) Purchaser shall have until the expiration of the Study Period in which to give Seller written notice of (1) any alleged title defects in the Land and of (2) any objection to encumbrances listed in the title commitment which would adversely affect Purchaser's intended use of the Land for the Hotel or the right of the Purchaser to benefits of the Ocean Gateway Garage Lease consistent with the terms of Section 2.2(e) hereof, as determined by the Purchaser in Purchaser's reasonable discretion ("Unacceptable Encumbrances"). Any Unacceptable Encumbrances not timely objected to by Purchaser shall be deemed to have been waived by Purchaser. In the event Purchaser objects to any title defects, Seller shall then have seventy-five (75) days during which it will make reasonable efforts to cure any such title defects. It is agreed that any "defects" that can be cured by the payment of money that have been voluntarily placed on the Land by Seller such as tax liens or mortgage may be cured at closing using closing proceeds. If the amount of any such lien or mortgage exceeds the Purchase Price, then Seller may "cure" the "defect" by obtaining a letter (a "Partial Release Letter") from the Lender agreeing that the lien of

the mortgage will be released as to the Land as of the date of the Closing for a specified sum or portion of the net proceeds of sale. In the event Purchaser refinances or seeks additional financing for the Land before the Closing in amounts greater than the proceeds available from Closing, Seller shall be required to obtain a Partial Release Letter from the new lender at the time of such refinancing commitment to release any such lien on the Land as of the Closing for an amount no greater than the net proceeds that would be paid to the Seller at the Closing. In the event that Seller is unable to cure such other defects within said seventy-five (75) day period, the Seller shall advise the Purchaser in writing thereof and the reasons why such defect cannot be cured, and at the Purchaser's option given to the Seller within thirty (30) days after receipt of Seller's notice, the Escrow Agent shall return the Deposit to Purchaser in which case this Agreement shall be null and void and neither party will be under any further obligation hereunder. Purchaser may elect, by notice to the Seller within said thirty (30) day period, to notify Seller that Purchaser elects to close this transaction without reduction in the Purchase Price notwithstanding such Unacceptable Encumbrances as may exist. Purchaser may thereafter attempt to cure such title defect and Seller shall cooperate with the Purchaser in connection therewith at no additional cost to Seller. All title matters (other than those that are to be discharged at Closing as provided above and those first arising after the date of Purchaser's title examination) not objected to by the Purchaser as provided above (or objected to by Purchaser that are not cured and which are subsequently accepted by Purchaser as provided herein), shall be deemed Permitted Title Exceptions. Seller agrees to provide to Purchaser within ten (10) business days of the Effective Date copies of Seller's Title Insurance Commitments or Policies on the Ocean Gateway Garage Parcel and the Temporary Parking Parcel. Purchaser acknowledges that Ocean Gateway Garage, as well as the Temporary Parking Parcel may be encumbered with mortgages even after the Closing of the Land and Seller's sole obligation with regard to any such mortgages as they affect the Ocean Gateway Garage Parcel or the Temporary Parking Parcel shall be to deliver from said mortgagee a Subordination, Non-Disturbance and Attornment Agreements in favor of Purchaser with respect to the Parking Lease. This shall not alter the requirements of the Seller to deliver a partial release or discharge for the Land discharging any mortgage or other lien that may encumber the Land. Seller shall not, after the date of this Agreement, voluntarily create any further encumbrances on the Land which will not be discharged and/or released as of the Closing.

(d) During the Study Period Purchaser will make application with Marriott International, Inc., ("Marriott") regarding the granting of a franchise license (the "Marriott Franchise License") to Purchaser or its assignee or designee to operate a Residence Inn by Marriott on the Real Property. If the Purchaser is unable to secure the franchise license from Marriott, then the Purchaser shall have the option, at its sole discretion, to terminate the Agreement by notice to the Seller prior to the expiration of the Study Period and the Deposit shall be immediately refunded in full to Purchaser, except for the Initial Non-Refundable Deposit. In the event that Purchaser has not notified Seller that it is terminating this Agreement under this Paragraph 2.2(d) by the expiration of the Study Period, then Purchaser shall be deemed to have waived its right to so terminate under this Paragraph 2.2(d).

(e) During the Study Period, the Seller and the Purchaser shall reach agreement on the terms of the Ocean Gateway Garage Lease (the "Parking Lease") for the parking rights for 120 spaces in the Ocean Gateway Garage which is to be constructed by Seller or Seller's affiliate,

Ocean Gateway Garage LLC, which shall, be in form and content reasonably satisfactory to the Purchaser and the Seller consistent with the terms set forth on **Exhibit B** attached hereto and on such other terms as the parties may mutually agree. The Parking Lease shall either not be subordinate to any construction or permanent mortgage on the Ocean Gateway Garage Premises or, if it is subordinate, have the benefit of a Subordination, Non-Disturbance and Recognition Agreement providing that so long as Purchaser is not in default thereof, Purchaser shall have the full benefit thereof without any material modifications to the terms of the Parking Lease.

In the event that the Ocean Gateway Garage is not completed and ready for occupancy by the time that the Hotel commences operations, the Seller agrees that the Purchaser shall have the right to surface parking for 120 spaces on the Ocean Gateway Garage Parcel, if not under construction, or on the Temporary Parking Parcel pursuant to the terms of an agreement (the "Temporary Parking Agreement"). During the Study Period, the Purchaser and the Seller shall reach agreement on the terms of the Temporary Parking Agreement, consistent with the terms set forth on **Exhibit B** for the Parking Lease, modified as applicable.

(g) The Purchaser shall have a [redacted] period (the "Approvals Period" which shall include any applicable extended period as hereafter set forth) commencing the day after the expiration of the Study Period and terminating [redacted] thereafter to secure all Approvals necessary or required for the design, construction and operation of the Hotel on the Land. Such Approvals shall be on terms and conditions satisfactory to the Purchaser, in Purchaser's sole discretion. Purchaser agrees to apply for and diligently pursue all Approvals throughout the Approvals Period.

Provided that the Purchaser has commenced the process of seeking its Approvals and is pursuing same in good faith, the Purchaser shall have the right to extend the Approvals Period beyond the initial [redacted] if the Approvals process has been commenced and review thereof is pending with any Governmental Body. In order to extend the Approvals Period in accordance with the preceding sentence for up to [redacted] periods, the Purchaser shall notify the Seller prior to the expiration of the then Approvals Period of the Purchaser's desire to extend such Approvals Period whereupon said Approvals Period shall be automatically extended for an additional [redacted] from the then expiration of the Approvals Period.

In the event that the Purchaser does not secure all required Approvals as are acceptable to the Purchaser, in Purchaser's sole discretion, by the expiration of the Approvals Period, or if the Purchaser determines in good faith at any point during the Approvals Period that the Approvals will not be granted on terms acceptable to the Purchaser, the Purchaser shall have the right to terminate this Agreement and all obligations hereunder by notice to the Seller whereupon this Agreement shall terminate, except for such provisions as survive the termination hereof, and the Deposit, with the exception of the portions thereof as shall then be non-refundable, (i.e., the Initial Non-Refundable Deposit and the Additional Disbursed Deposits) shall be forthwith returned to the Purchaser by the Escrow Agent.

(h) Purchaser shall keep the Seller informed as to the status of Approvals upon request from the Seller. Seller agrees to cooperate with the Purchaser in all reasonable respects,

but at no cost to the Seller, with respect to the process of seeking the Approvals. Any costs associated with the approvals including the cost of making any required public improvements shall be paid by Purchaser.

(i) Seller agrees that in addition to the transfer of the Land at closing, Seller will burden its retained land as shown on Exhibit A ("Seller's Retained Land") with a negative covenant by which Seller agrees on behalf of itself and its successors and assigns that it will not (i) place any buildings, debris or equipment on a strip of land ten (10) feet in width running along the common boundary between the Land and Seller's Retained Land as shown on the plan attached as Exhibit A and (ii) that the boundary of the "Truck Access" closest to the Land, as shown on said Exhibit A, is also subject the ten (10) foot buffer area (the "Buffer Area"). This Buffer Area will not affect any land within twenty (20) feet of Hancock Street. The terms of said negative covenant will be agreed upon, consistent with the above terms, during the Study Period and will contain an acknowledgement of Purchaser that Seller will continue its brewery operations on adjacent retained land of Seller.

ARTICLE III

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANT

To induce the Purchaser to enter into this Agreement and to purchase the Land, the Seller hereby makes the following representations, warranties and covenants, upon each of which Seller acknowledges and agrees that Purchaser is entitled to rely and has relied upon:

3.1 Identity and Power.

(a) Seller is a limited liability company duly organized, validly existing under the laws of the State of Maine, and has all requisite limited liability company power and authority under the laws of such State and under its charter documents to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

3.2 Authorization, No Violations and Notices.

(a) The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby have been duly authorized, adopted and approved by the Seller as necessary.

(b) Neither the execution, delivery, or performance by Seller of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance by Seller with any of the provisions hereof, will, contravene Seller's Certificate of Organization or Operating Agreement or will violate any other agreements of Seller, except that Seller will deliver a partial release of its mortgage on the Land at closing. Seller will deliver to Purchaser within thirty (30) days of execution of this Agreement a commitment of TDBanknorth, its mortgagee on the Land, to deliver said Partial Release at Closing.

3.3 Litigation With Respect to Seller. To the best of Seller's knowledge, except as set forth on Exhibit 3.3 there is no action, suit, claim or proceeding pending, or to Seller's Knowledge, threatened against or affecting the Seller's interest in the Land or ability to enter into this Agreement.

3.4 Bankruptcy with Respect to Seller. No Act of Bankruptcy has occurred with respect to the Seller.

3.5 Brokerage Commission. The Seller has not engaged the services of, nor is it or will it become liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to the transaction described herein. In the event that this representation is not true, then Seller shall indemnify and hold harmless Purchaser from and against any claim by any broker acting by or on behalf of Seller.

3.6 Encumbrances and Agreements. Without the prior written consent of the Purchaser, which consent will not be unreasonably withheld or delayed, the Seller shall not enter into any new management agreement, maintenance or repair contract, supply contract, lease, easement or other agreements with respect to the Land that would be binding on Purchaser or the Land following the Closing (it being understood that the Seller will be entering into a demolition contract as provided in Section 6.5 hereof, and will not grant any new mortgage or other monetary liens on said Land unless such documentation includes a recognition of the Seller's obligations under this Agreement and a commitment on the part of such lender to deliver a discharge or partial release of said mortgage as it relates to the Land at the Closing.

3.7 Condemnation Proceedings: Roadways. The Seller has received no written notice of any condemnation or eminent domain proceeding pending or threatened against the Land or any part thereof. Except for the installation of the Hancock Street Extension on land to be deeded by Seller to the City of Portland, Seller has no Knowledge of any change or proposed change in the route, grade or width of, or otherwise affecting in any material way, any street or road adjacent to or serving the Land.

3.8 Hazardous Substances. Except for matters disclosed or referenced in environmental reports listed in Schedule 3.8, statements delivered by the Seller to the Purchaser in matters disclosed in the environmental reports that are received by Purchaser in connection with its due diligence (which shall be added to Schedule 3.8 when received), Seller has no Knowledge of any hazardous substances, wastes or materials in, on or under the Premises in any state or quantity which would require reporting, remediation or abatement under applicable State or Federal law and has no Knowledge of any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Land that are not otherwise disclosed in the reports listed on Schedule 3.8. The term hazardous substances as used in this paragraph shall mean any substances designated hazardous under Federal or State law and shall also include without limitation any petroleum products. Any such substances which are contained in the structures on the Land will be removed therefrom in compliance with all applicable laws and the method for removal shall be defined in the Demolition Contract and approved by the Purchaser, such approval not to be unreasonably withheld, delayed or conditioned.

ARTICLE IV

PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

To induce the Seller to enter into this Agreement, the Purchaser hereby makes the following representations, warranties and covenants, upon each of which the Purchaser acknowledges and agrees that the Seller is entitled to rely and has relied upon:

4.1 Identity and Power.

(a) Purchaser is a Delaware limited liability company duly organized, validly existing under the laws of the State of Delaware, and has all requisite limited liability company power and authority under the laws of such State and under its charter documents to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. Purchaser is in good standing as a limited liability company in the State of Delaware.

4.2 Authorization, No Violations and Notices.

(a) The execution, delivery and performance of this Agreement by Purchaser, and the consummation of the transactions contemplated hereby have been duly authorized, adopted and approved by the Purchaser as necessary.

(b) Neither the execution, delivery, or performance by Purchaser of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance by Purchaser with any of the provisions hereof, will contravene Purchaser's Certificate of Organization or Operating Agreement or will violate any other agreements of Purchaser.

4.3 Noncontravention. The execution and delivery of this Agreement and the performance by the Purchaser of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser or result in the creation of any lien or other encumbrance on any asset of Purchaser.

4.4 Litigation. There is no action, suit or proceeding, pending against the Purchaser, or Purchaser's assets, in any court or before any arbitrator or before any governmental body which (a) in any manner raises any question affecting the validity or enforceability of this Agreement or any other agreement or instrument to which Purchaser is a party or by which it is bound and that is to be used in connection with, or is contemplated by, this Agreement, (b) could materially and adversely affect the ability of the Purchaser to perform its obligations hereunder, or under any document to be delivered pursuant hereto, or (c) could materially and adversely affect the financial position of the Purchaser.

4.5 Bankruptcy. No Act of Bankruptcy has occurred with respect to the Purchaser.

ARTICLE V

CONDITIONS AND ADDITIONAL COVENANTS

The obligations Purchaser hereunder are subject to the satisfaction of the following conditions precedent and the compliance by the Seller with the following covenants:

5.1 Seller's Deliveries. The Seller shall have delivered to the Escrow Agent or the Purchaser, as the case may be, on or before the Closing Date, all of the documents required of Seller pursuant to Section 6.2.

5.2 Representations, Warranties and Covenants: Obligations of Seller; Certificate. All of the Seller's representations and warranties made in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Closing Date as if then made.

5.3 Title Insurance. Good and indefeasible fee simple title to the Land and the Ocean Gateway Garage parcel and the Temporary Parking Parcel, if applicable, shall be insurable as such by the Title Company at or below its regularly scheduled rates subject only to Permitted Title Exceptions for each such parcel of land as determined in accordance with Section 2.2; provided that this condition shall be deemed satisfied if the title company issues a title policy to Purchaser consistent with the Title Commitments secured and accepted by the Purchaser during the Study Period.

5.4 Property. The Land shall be free and clear of all liens and encumbrances, except for the Permitted Title Exceptions, it being agreed that proceeds of the sale may be used to remove any existing mortgages or liens at Closing.

5.5 Construction and Maintenance Easement. The Seller shall grant the Purchaser the right to use the ten (10) foot wide Buffer Area on the Seller's Remaining Land as may be necessary for staging and related activities required in connection with the construction of the Hotel and the ongoing repair and maintenance thereof after completion of construction. The terms of such an Easement shall be agreed upon during the Study Period. Seller further agrees to provide a license for the construction period for the Hotel allowing reasonable access to Seller's land abutting the Land to the east for temporary storage, temporary placement of trucks or equipment and turnaround or crane placements, etc., provided none of the foregoing materially interferes with Seller's day-to-day business operations of the Brewery.

ARTICLE VI

CLOSING

6.1 Closing. Closing shall be held at the offices of Bernstein, Shur, Sawyer & Nelson or at such other location that is mutually acceptable to the parties or may be conducted via escrow arrangement with the Escrow Agent upon terms and conditions satisfactory to both Seller and Purchaser, on that day which is the earlier of (i) thirty (30) days after receipt of all Approvals by Purchaser or (ii) that date when this Agreement as it may have been extended from time to time expires by its own terms. If the date of Closing falls on a weekend or a recognized bank holiday, then the Closing shall occur on the next business day.

6.2 Seller's Deliveries. At Closing, the Seller shall deliver to Purchaser or the Escrow Agent all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged on behalf of the Seller and shall be dated as of the Closing Date:

(a) The Deed, including therein the Negative Covenant per Section 7.2(i) and the Construction Easement per Section 5.5 hereof.

(b) The FIRPTA Certificate.

(c) The certificate required by Section 5.2 .

(d) Appropriate consents of the Seller and (as to the Parking Lease only) Riverwalk, LLC or Ocean Gateway Garage LLC authorizing the execution of any documents to be executed and delivered by the Seller, Riverwalk, LLC or Ocean Gateway Garage, LLC, as applicable, prior to, at or otherwise in connection with Closing or as otherwise contemplated by this Agreement.

(e) A standard form of Seller's Affidavit and regarding persons in possession and mechanics liens and evidence of existence and authority to the extent required by the Title Insurance Company consistent with normal practices to issue the Purchaser's Title Insurance Policy.

(f) The Demolition Contract (as defined in Section 6.5) executed by Seller and the contractor.

(g) The Parking Lease executed by, Seller, Riverwalk LLC or Ocean Gateway Garage LLC, as applicable (which shall include the Temporary Parking Parcel if applicable).

(h) A License authorizing the Seller and/or Seller's contractor to enter onto the Land for the purpose of undertaking the work contemplated under the Demolition Contract to be executed by Seller and Purchaser.

6.3 Purchaser's Deliveries. At Closing, the Purchaser shall pay or deliver to the Seller or the Escrow Agent the following:

(a) The Consideration, paid in accordance with the provisions set forth in this Agreement.

(b) Appropriate consent of the Purchaser (or its nominee or designee), authorizing (A) the execution of any documents to be executed and delivered by the Purchaser prior to, at or otherwise in connection with Closing and in connection with the transactions contemplated by this Agreement, and (B) the performance by the Purchaser of its obligations hereunder and under such documents.

(c) The Parking Lease (which shall include the Temporary Parking Parcel if applicable).

(d) A License authorizing the Seller and Seller's contractor to enter onto the Land for the purpose of undertaking the work contemplated under the Demolition Contract.

6.4 Closing Costs. Real estate transfer taxes shall be split between Purchaser and Seller in accordance with Maine law. All mortgage filing fees, recording or other similar taxes due with respect to any mortgage regarding the transfer of the Property shall be paid by the Purchaser. All charges for title insurance premiums shall be paid by Purchaser.

6.5 Demolition Contract. The Seller covenants that the Seller shall be responsible for the demolition and removal of the existing steel, metal and brick buildings, including the foundation, located on the Land currently used for beer storage and a vacant, multi-story building also located on the Land. The demolition shall be accomplished by the Seller, if not done by the Closing, within sixty (60) days after the Closing pursuant to a Demolition Contract to be agreed upon among the Seller, the contractor and the Purchaser twenty (20) days prior to the Closing. At closing, an amount equal to 150 percent of the cost under the Demolition Contract shall be held in escrow by the Title Company to pay for the work to be undertaken under the Demolition Contract after the date of the Closing. In the event that the Seller does not complete the demolition work within said sixty (60) day period, the Purchaser shall have the right to the receipt of the full amount of the escrowed funds and to undertake to complete the demolition work. Any additional costs shall be paid by the Seller. Any unused portion of the escrowed funds shall be returned to the Seller upon completion of the demolition work. The contract shall specifically provide that the Land, after demolition, shall be returned to a flat surface with all debris removed and all holes filled. The Purchaser and the Seller agree that if construction of the Hotel is to commence within an imminent time period after the demolition as reasonably determined by the Purchaser, the Seller shall not be required to fill the hole and return the Land to a flat surface and shall coordinate such removal with the Seller to ensure that the timing is consistent with safe construction practices that would be undertaken by the Seller in connection with its work on the site (i.e. coordination on timing fencing of the site).

ARTICLE VII

CONDEMNATION: RISK OF LOSS

7.1 Condemnation. In the event of any actual or threatened taking, pursuant to the power of eminent domain, of all or any material portion of the Land or any other property that would prevent building of the Ocean Gateway Garage or any proposed sale in lieu thereof, the Seller shall give written notice thereof to the Purchaser promptly after the Seller learns or receives notice thereof. If all or any part of the Land or the premises under the Parking Agreement is, or is to be, so condemned or sold such that the Hotel cannot be operated in the manner in which Purchaser intends to operate it and as otherwise required by the Marriott Franchise License, the Purchaser shall have the right to terminate this Agreement prior to the Closing Date pursuant to Section 8.3 and immediately receive a refund of the Deposit less the Initial Non-Refundable Deposit and any Additional Disbursed Deposits and interest thereon as provided herein.

7.2 Risk of Loss. Purchaser and Seller acknowledge that the only structures on the Land be removed at Purchaser's expense after the Closing in accordance with the terms of this Agreement. Purchaser and Seller further acknowledge that the intended use of the Premises involves excavating earth and installing new improvements on virtually all of the Premises. It is further agreed that although the risk of loss at the Premises shall remain Seller's in the event of a casualty loss at the Premises and Seller shall be entitled to all insurance proceeds available by reason thereof so long as Seller delivers the Premises to Purchaser, either at the Closing or subsequent to the completion of the Demolition Contract free of any debris or materials resulting from the casualty loss.

ARTICLE VIII

DEFAULT AND REMEDIES

8.1 Default by Purchaser. In the event that Purchaser defaults in its obligations hereunder, then Escrow Agent shall deliver the Deposit to Seller as full and complete liquidated damages in lieu of any other legal or equitable remedy. Upon retention of the Deposit (including the Initial Non-Refundable Deposit and any Additional Disbursed Deposits) this Agreement will terminate and neither party will be under any further obligation hereunder (except for Purchaser's obligations under any indemnities set forth herein or Purchaser's obligation to provide copies of any reports, studies or other materials pursuant to Paragraph 2.2(a) hereof), it being acknowledged and agreed that in the event of any such Purchaser default it would be difficult or impossible to ascertain the precise amount of such damages, and the amount of the Deposit is a fair and reasonable estimate of the amount of such damages.

8.2 Default by Seller. In the event that Seller defaults in its obligations hereunder, then Purchaser shall have the right to exercise any remedies available to it at law or in equity, including without limitation the right to seek specific performance or damages.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the parties hereto.

9.2 Assignments. The Purchaser may assign its rights hereunder to any designee or affiliate of Purchaser without the consent of the Seller.

9.3 Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and bind the Purchaser and the Seller and their permitted successors and assigns.

9.4 Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days.

9.5 Governing Law. This Agreement and all documents referred to herein shall be governed by and construed and interpreted in accordance with the laws of the State of Maine.

9.6 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

9.7 Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby provided the parties realize the material benefits of this Agreement, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.8 Costs. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each party hereto shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation fees of attorneys, engineers and accountants.

9.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, transmitted by facsimile transmission, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as designated below. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually delivered to (or the date delivery is refused by) the intended recipient.

If to the Purchaser:

Norwich Partners, LLC
306 Main Street
P.O. Box 1623
Norwich, VT 05055
Telephone: 802-649-2929
Facsimile: 802-649-3081
Email: david@norwichpartners.biz

And

With a copy to:

Ara Aftandilian
Summit Hotel Properties, Inc.
218 Boston Street, Suite 109
P.O. Box 394
Topsfield, MA 01983
Telephone: 978-887-3640
Facsimile: 978-887-3644
Email: aa.summit@prodigy.net

With a copy to:

Diane M. McDermott, Esquire
McCarter & English, LLP
225 Franklin Street
Boston, MA 02110
Telephone: 617-345-7030
Facsimile: 617-204-8030
Email: dmcdermott@mccarter.com

If to the Seller:

Fred M. Forsley
Shipyard Brewing Company
86 Newbury Street
Portland, ME 04101
Email: fforsley@shipyard.com

With a copy to:

Drew E. Swenson
Swenson & Company
2 Market Street, Suite 500
Portland, ME 04101
Email: dswenson@swensonandco.com

With a copy to:

Nathan H. Smith, Esq.
Bernstein, Shur, Sawyer & Nelson
100 Middle Street
Portland ME 04101
nsmith@bernsteinshur.com

Or to such other address as the intended recipient may have specified in a notice to the other party. Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

9.10 Incorporation by Reference. All of the exhibits attached hereto are by this reference incorporated herein and made a part hereof.

9.11 Survival. All of the representations, warranties, covenants and agreements of the Seller and the Purchaser made in, or pursuant to, this Agreement other than warranties or covenants of title shall survive for a period of twenty-four (24) months from the Closing Date, except as otherwise expressly provided in this Agreement, and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

9.12 Further Assurances. The Seller and the Purchaser each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the transactions described herein.

9.13 No Partnership. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto except the relationship of Seller and Purchaser specifically established hereby.

9.14 Confidentiality. Purchaser and Seller and their representatives, including any professionals representing the Purchaser and Seller, shall keep the material business terms of this Agreement strictly confidential, except to the extent disclosure is required in connection with the transactions contemplated under this Agreement to permitting authorities, lenders, advisors, lawyers, etc., and as otherwise compelled by law, and then only to the extent of such requirements.

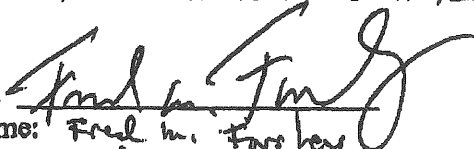
[Remainder of Page Intentionally Blank - Signature Pages Follow]

AH.2.20

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed in their names by their respective duly-authorized representatives.


SELLER:

SHIPYARD BREWING COMPANY, LLC

By: 
Name: Fred M. Forshey
Title: President

PURCHASER:

NORWICH PARTNERS LLC
a Delaware limited liability company

By: 
Name: David Leake
Title: CEO and Managing Member


JOINDER

Riverwalk, LLC, and Ocean Gateway Garage, LLC, join in this Agreement acknowledging their respective consent of the provisions set forth in Sections 6.2(d) and (g) hereof.

RIVERWALK, LLC

By 
TDS MGA

OCEAN GATEWAY GARAGE, LLC

By 
TDS MGA

Att. 2.22

SCHEDULE OF EXHIBITS

- Exhibit A The Land, Temporary Parking Parcel,
- Exhibit 2.1(a) Title Company (Escrow Agent) Escrow Agreement*
- Exhibit 2.2(b) Due Diligence Documents*
- Exhibit B Terms for the Parking Space Lease
- Exhibit 3.3 Pending Litigation
- Exhibit 3.8 Hazardous Substance Reports*

AH 3

GP Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services

PO Box 1237
15 Shaker Rd.
Gray, ME 04039

207-657-6910
FAX: 207-657-6912
E-Mail: mailbox@gorrillpalmer.com

February 6, 2007

Mr. Bill Needelman
City of Portland
389 Congress St.
Portland, ME 04101

RE: Traffic Impact Study
Residence Inn by Marriott Hotel / Retail, Portland

Dear Bill:

Gorrill-Palmer Consulting Engineers, Inc. has completed a Traffic Impact Study for a proposed Residence Inn Hotel / Specialty Retail to be located at the intersection of Fore Street with the proposed extension of Hancock Street. The project is forecast to generate between 100 and 200 trip ends. We have attached 15 copies of the Traffic Impact Study for City review and approval.

Please contact our office with any questions regarding this study.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



Thomas L. Gorrill, P.E., PTOE
President

Copy: Ara Aftandilian
Jim Carmody, City Traffic Engineer
Tom Errico, Wilbur-Smith
Cathy DeSouza, MaineDOT

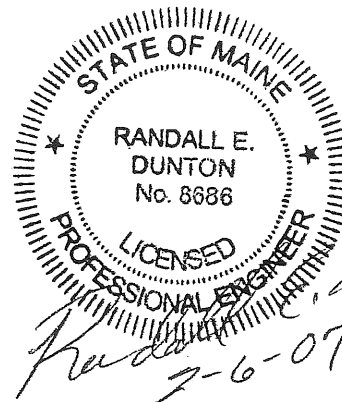
**Traffic Impact Study
Residence Inn by Marriott
Portland, Maine**

Prepared for:

**Norwich Partners, LLC
10 Morgan Drive, Suite 1A
Lebanon NH 03766**

February 2007

Prepared by:



Gorrill-Palmer Consulting Engineers, Inc.

Traffic and Civil Engineering Services

PO Box 1237
15 Shaker Road
Gray, ME 04039

(207) 657-6910
Fax : (207) 657-6912
E-mail: mailbox@gorrillpalmer.com

**Traffic Impact Study
Residence Inn by Marriott
Portland, Maine**

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Appendix A

Site Location Map
Site Plan
Turning Movement Diagrams

Appendix B

Capacity Analyses Results

Appendix C

MaineDOT Crash Data
Trip Generation Calculations

Executive Summary

The following Executive Summary is prepared for the reader's convenience, but is not intended to be a substitute for reading the full report.

Gorrill-Palmer Consulting Engineers, Inc. was retained by Norwich Partners, LLC to prepare a traffic impact study for the proposed Residence Inn by Marriott, a 180-room, five story hotel in Portland, Maine. There will also be an approximately 4,400 square foot specialty retail component of the hotel. The site is currently occupied by a portion of the Shipyard Brewing Company as well as an additional structure. In addition, the site will be bisected by the future extension of Hancock Street to Fore Street.

The site would have a pick-up / drop-off / valet area at the front of the building. Parking is to be provided at the Ocean Gateway Garage.

Based on the findings of the traffic impact study, our office reached the following conclusions:

1. The proposed development is forecast to generate 88, 118 and 159 trip ends for the weekday AM, weekday PM, and Saturday peak hours, respectively. (Note: A trip end is either a trip in or out of the site. Therefore a round trip would equal two trip ends).
2. The level of service analyses shows the site traffic can be accommodated by the existing street system, however the Middle Street / India Street intersection may operate at low levels of service. Gorrill-Palmer Consulting Engineers Inc. recommends this intersection be monitored by the City as development opens in the area to determine if they wish to stripe a 100-foot right turn lane on the eastbound Middle Street approach. This would result in the loss of some on-street parking. In addition, it is the recommendation of our office that a bumpout (curb extension) be provided on the eastbound approach of Fore Street at India Street on the north side of this roadway to improve the alignment of this intersection as well as to provide for an enhanced pedestrian environment. This intersection is proposed to be signalized by others and the bumpout should be done at that time.
3. Gorrill-Palmer Consulting Engineers, Inc. referenced the MaineDOT High Crash listings to determine if there were any high crash locations in the project vicinity. Based on the published history, there are no High Crash Locations within the study area.
4. The Hotel will be reconstructing the sidewalk along the Fore Street frontage with almost all other sidewalks in its immediate vicinity repaired or reconstructed by others. Our office recommends that all sidewalk construction be in compliance with current City, state and ADA design criteria. In addition, with nearby access to Metro Route #5, the Portland Explorer, the Narrow Gauge Railroad as well as scheduled ferry service at the Casco Bay Terminal, it is our opinion that this site is well-suited to take advantage of alternate modes.

5. The sight lines at the proposed pick-up / drop-off driveway exceed MaineDOT requirements if not blocked by vehicles. Gorrill-Palmer Consulting Engineers Inc. recommends a portion of the parking area along the Fore Street frontage be reserved for loading / unloading and the remainder be signed for 2 hour parking only during business hours. Gorrill-Palmer Consulting Engineers, Inc. recommends that all plantings, which will be located within the right-of-way, not exceed three feet in height and be maintained at or below that height. Small trees taller than 3 feet are acceptable provided they do not have lower branches that block available sight distance. Signage should not interfere with sight lines. In addition, we recommend that during construction, when heavy equipment is entering and exiting into the site, that appropriate measures, such as signage and flag persons, be utilized in accordance with the Manual on Uniform Traffic Control Devices.

Based on these findings, it is the opinion of Gorrill-Palmer Consulting Engineers, Inc. that the local street system with the recommended improvements can accommodate the traffic generated by the site.

I. Existing and Proposed Site

The proposed site is located on the northwest side of Fore Street between India and Mountfort Street. The site is identified on Portland Tax Map 20, Block C as Lot 8 and is 4.02 acres in size. The lot is currently occupied by a portion of the Shipyard Brewing operation as well as an additional structure. The additional building as well as the lower portion of the Shipyard facility would be demolished to make way for the hotel / retail. In addition, the lot will be bisected by the future extension of Hancock Street to Fore Street. A site location plan is provided in Appendix A.

The proposed development comprises a 180-room, five-story Residence Inn by Marriott hotel which would be constructed at the northeast quadrant of the intersection of Fore Street and Hancock Street Extension. In addition to the Hotel; 4,400 square feet of specialty retail space will also be provided. The site would have a pick-up/drop-off/valet area at the front of the building on Fore Street with parking to be provided at the Ocean Gateway Garage to be constructed on Middle and Fore Streets.

II. Background Traffic Conditions

Gorrill-Palmer Consulting Engineers, Inc. based the study on the following information:

- A site plan prepared by Gorrill-Palmer Consulting Engineers Inc. last revised 2/6/07
- High Crash Listings for 2003-2005 provided by the Maine Department of Transportation.
- Turning movement volumes for the PM peak hour collected for the Longfellow at Ocean Gateway project and an additional count collected by Gorrill-Palmer Consulting Engineers Inc. at the Fore Street / Mountfort Street intersection on January 30, 2007 were used for this study. The study area included the following intersections:
 - Fore Street at Mountfort Street
 - India Street at Fore Street
 - India Street at Middle Street

2008 Predevelopment Traffic Volumes

This project is expected to start construction in 2007 and be completed in 2008. This study modified the postdevelopment conditions for the Longfellow at Ocean Gateway project and utilized those volumes as the predevelopment conditions for this project. The modifications included an adjustment to the number of units proposed to the Longfellow at Ocean Gateway project as described in the letter to Mr. Bill Needleman from Thomas Gorrill dated November 27, 2006 and adjusted by one percent to go from 2007 conditions to 2008

conditions. The one percent annual adjustment is consistent with the yearly growth adjustment utilized in the Longfellow at Ocean Gateway project. In addition, Gorrill-Palmer Consulting Engineers Inc. counted the intersection of Fore Street / Mountfort Street in January of 2007 for the PM conditions. These counted volumes were used to balance the volumes between this intersection and the Fore Street / India Street intersection.

Traffic Volume Changes Due to Extension of Hancock and Commercial Streets

As part of the Longfellow at Ocean Gateway previously approved project and in particular the construction of the Ocean Gateway (now underway), Commercial Street would be extended to the east and Hancock Street would be extended from Middle Street to Commercial Street Extension. A review of the potential routes created by these extensions indicates that these new routes would divert traffic away from the intersection of India Street and Fore Street. For the purposes of analysis, our office diverted 40 percent of the applicable volumes from this intersection to the new route on Hancock and Commercial Street extensions. If anything, the diversions in reality may be greater, as the new route is similar in length to the existing route and would have lower traffic volumes than the established route via India Street. The revisions to the volumes included in the postdevelopment conditions in the Longfellow at Ocean Gateway project are reflected in the predevelopment conditions of this project.

Other Development

Approved projects that are not yet opened as well as projects for which applications have been filed are required to be included in the predevelopment volumes for this project. Gorrill-Palmer Consulting Engineers, Inc. has contacted the City of Portland during the course of other recent projects and has performed traffic permitting for the same projects. Based on this work and prior conversations, our office anticipates that the following projects would affect traffic in the vicinity of this project:

- *Ocean Gateway:* Located near the intersection of Commercial and India Streets, this facility will provide a formalized berth for passenger ships.
- *Former Jordan's Site:* This project, along India Street, will consist of a 185-room hotel and 105 condominiums.
- *Village Café Site:* This site will be reused for a multiuse development, with 160 units of housing, a restaurant, and retail space.
- *Federal Street Town Houses:* Seven units of housing are proposed on Federal Street.
- *The Longfellow at Ocean Gateway:* A multi-block, mixed use commercial, office, and residential development situated on Commercial Street, Fore Street, Middle Street, India Street, and Hancock Street.
- *Fore Street Office Building:* 65,000 s.f. office building at the intersection of Fore Street and Custom House Street.

It should be noted that although it is not as far along in the planning process as The Longfellow, the City requested that a preliminary estimate of the traffic from the redevelopment of the Village Café site be included in the predevelopment volumes for the Longfellow.

As stated previously, this project used the Longfellow at Ocean Gateway postdevelopment conditions for this project's predevelopment conditions and therefore all the above "other development" are already included in the predevelopment conditions.

III. Trip Generation

Our office referenced the Institute of Transportation Engineers publication *Trip Generation*, 7th Edition to forecast the traffic associated with the hotel. Our office utilized Land Use Code 310, Hotel and Land Use Code 814, Specialty Retail Center to estimate the potential trip generation associated with the project. The trip generation results are shown in the following table with calculations provided in Appendix C:

Trip Generation for Proposed Hotel

ITE LUC	Weekday	AM Peak Hour	PM Peak Hour	Saturday	Sat Peak Hour
310: Hotel	1,238	85 (101)	106 (110)	1,437	130
814: Specialty Retail	195	3 (30)	12 (22)	185	29
Total	1,433	88 (131)	118 (132)	1,622	159

Note: Trip generation numbers in parenthesis indicates individual peaks of each land use, which are not expected to coincide with each other or the peak of adjacent street traffic.

As can be seen, the project is forecast to generate greater than the 100-trip threshold requiring a traffic movement permit from the MaineDOT. As a result, our office is preparing a MaineDOT scoping meeting request application for this project. As the City of Portland has delegated review authority from MaineDOT, this project will be reviewed by City Staff with the permit granted by the Planning Board.

It should also be noted that the trip generation is expected to be conservative for the following reasons:

- 1.) The hotel is an extended-stay hotel with kitchenettes; as such, residents will typically stay longer and therefore result in less turnover.
- 2.) The hotel is being built in a downtown area in close proximity (i.e. walking distance) to many uses, reducing the use of car-based trips.
- 3.) The retail is small and associated with the hotel, and trips may be shared with the hotel.

IV. Trip Distribution

Gorrill-Palmer Consulting Engineers, Inc. has obtained the ratio of entering and exiting traffic from the Institute of Transportation Engineers publication *Trip Generation*, 7th

Edition. Based on the distribution for Land Use Code 310, Hotel and Land Use Code 814, Specialty Retail Center, our office has determined the following distribution:

PM Peak Hour: 53% entering, 47% exiting

Trip Distribution is shown on Figure 4A in Appendix A.

V. Trip Composition

All trips associated with the hotel are expected to be primary in nature, as is typical for this type of land use. For the purposes of evaluation, our office utilized fifty percent primary and fifty percent pass-by for the retail use. In reality, as parking is provided off-site, it is expected that secondary trips would be pedestrian in nature, so these assumptions provide a conservative analysis.

VI. Trip Assignment

Trip assignment was based on the percentages determined for the Longfellow at Ocean Gateway traffic impact study, as it is in close proximity to this project. A higher percentage of the primary trips are forecast to utilize India Street than those forecast in the Longfellow project, as the hotel is to be constructed farther to the east. One trip was assigned for each provided parking space in the Ocean Gateway Garage; the remainder of the trips were assigned to the pick-up/drop-off driveway at the front of the site. The trip assignment figure is provided following the end of this narrative. Based on the assignment, the project is not expected to meet analysis thresholds based on MaineDOT criteria at intersections other than the site driveways.

Trip distribution and trip assignment diagrams can be found in Appendix A.

VII. 2008 Post Development Traffic

The anticipated year 2008 predevelopment traffic shown in Figure 3 has been combined with the traffic forecast for the development shown in Figure 4 to yield the 2008 postdevelopment traffic shown in Figure 5 of Appendix A.

VIII. Study Area

The study area for this report includes the following intersections:

- Mountfort Street at Fore Street
- India Street at Fore Street
- India Street at Middle Street

IX. Capacity Analyses

Gorrill-Palmer Consulting Engineers, Inc. completed capacity analyses for the intersections listed in Section VIII.

The analysis was completed utilizing the Synchro analysis software package, with outputs based on the HCM level of service methodology. Levels of service rankings are similar to the academic ranking system where an 'A' is very good with little control delay and an 'F' represents very poor conditions. A level of service 'D' and higher is desirable for a signalized intersection. At an unsignalized intersection, if the level of service falls below a 'D', an evaluation should be made to determine if a traffic signal is warranted.

The following table summarizes the relationship between control delay and level of service for a signalized intersection:

Level of Service Criteria for Signalized Intersections

Level of Service	Control Delay per Vehicle (sec)
A	Up to 10.0
B	10.1 to 20.0
C	20.1 to 35.0
D	35.1 to 55.0
E	55.1 to 80.0
F	Greater than 80.0

The following table summarizes the relationship between delay and level of service for an unsignalized intersection:

Level of Service Criteria for Unsignalized Intersections

Level of Service	Control Delay per Vehicle (sec)
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

The results of the capacity analyses are based on the Synchro results and are summarized below. All scenarios are analyzed with the construction of a traffic signal at the intersection of India Street / Fore Street. Both the predevelopment and postdevelopment conditions at the Middle Street / India Street intersection were analyzed with the intersection as a 4-way STOP controlled intersection as was requested by the City previously in the Longfellow traffic impact study. The detailed analyses for Synchro are included in Appendix B.

Level of Service for India Street at Middle Street (4-Way STOP)

Lane Group	PM Peak Hour			
	Predevelopment		Postdevelopment	
	Delay	LOS	Delay	LOS
Middle – EB LTR	>50 (14)	F (B)	>50 (18)	F (C)
Middle – WB LTR	32 (8)	D (A)	38 (9)	E (A)
India – NB LTR	>50 (22)	F (C)	>50 (33)	F (D)
India - SB LTR	49 (11)	E (B)	>50 (12)	F (B)
Overall	>50 (17)	F (C)	>50 (22)	F (C)

(XX) = Average results from 5 SimTraffic runs.

Level of Service for Fore Street at Mountfort Street (Unsignalized)

Lane Group	PM Peak Hour			
	Predevelopment		Postdevelopment	
	Delay	LOS	Delay	LOS
Fore – EB LT	1	A	1	A
Fore – WB TR	Free Flow	A	Free Flow	A
Mountfort - LR	13	B	13	B
Overall	2	A	2	A

Level of Service for India Street at Fore Street (Signalized)

Lane Group	PM Peak Hour			
	Predevelopment		Postdevelopment	
	Delay	LOS	Delay	LOS
Fore – EB LTR	16	B	18	B
Fore – WB LTR	12	B	13	B
India – NB L	9	A	10	A
India –NB TR	12	B	12	B
India SB LTR	24	C	33	C
Overall	15	B	18	B

As can be seen in the above tables, most locations operate at an acceptable level of service, with one exception. Each of the approaches at the Middle Street / India Street intersection operate at either low or poor levels of service in the predevelopment and postdevelopment conditions using the HCM methodology as required by the City. As can be seen by the results shown in parenthesis, using the SimTraffic computer modeling software yields better levels of service. Gorrill-Palmer Consulting Engineers Inc. has found through past experience that SimTraffic yields results more indicative of those observed in the field for a 4-way stopped controlled intersection. Our office recommends that the eastbound approach, which has a significant volume of right turns and the greatest delay, be monitored to determine if restriping the approach to provide a 100-foot right turn lane

would be appropriate. Although this would result in the loss of some on-street parking, delays and queues would be reduced for this movement.

It should be noted that these levels of service, as they do not significantly change, are considered acceptable within an urban compact as per MaineDOT Site Location Law. In addition, this intersection was evaluated for a traffic signal in the Longfellow study and found not to satisfy the signal warrants. The volumes from this project will not change the conclusions of the previous signal warrant analysis.

X. Queue Analysis

The only site entrance for the proposed facility will be the pick-up / drop-off area in front of the hotel. As such, no queuing issues are expected.

XI. Signal Warrant Analysis

At the request of Tom Errico, Acting City Traffic Engineer for the City of Portland at the time, our office completed a signal warrant analysis for the intersection of India Street at Middle Street as part of the Longfellow at Ocean Gateway project that has previously been approved by the City. The conclusion of that warrant analysis was that a signal was not warranted. The traffic from this project is not expected to change the conclusions of that previous study. However, it has previously been determined by the City that the intersection will be signed for a four way STOP and has been reviewed in this study as such.

XII. Parking

The Portland City Ordinance, last revised on October 18, 2006, has the following requirements for hotel and retail uses:

- *Hotels*: One parking space for each four guest rooms.
- *Retail Stores*: One parking space for each two hundred square feet of first floor area in excess of two thousand square feet.

Based on this information, 45 spaces would be required for the hotel, with an additional 5 spaces for the retail for a total of 50 spaces. Although only 50 parking spaces are required by the ordinance, it is our understanding that the hotel / retail facility will be leasing 140 parking spaces at the Ocean Gateway Garage to be constructed on Fore and Middle Streets. The leased parking spaces will be available to hotel guests for both valet and self-park service. A pedestrian entry to the hotel proposed for the corner of Fore Street and Hancock Street Extension has been planned in conjunction with the planned pedestrian entry to the garage across Hancock Street Extension. Short-term parking will be available for guests checking into the hotel within the vehicular entry area of the building.

XIII. Crash Data

Gorrill-Palmer Consulting Engineers, Inc. obtained the crash data from MaineDOT for the period of 2003-2005, the most recent period available.

In order to evaluate whether a location has a crash problem, MaineDOT uses two criteria to define High Crash Location (HCL). Both criteria must be met in order to be classified as an HCL.

1. A critical rate factor of 1.00 or more for a three-year period. (A Critical Rate Factor {CRF} compares the actual crash rate to the rate for similar intersection in the state. A CRF of less than 1.00 indicates a rate of less than average) and:
2. A minimum of 8 crashes over a three-year period.

The following table summarizes the crash data provided by MaineDOT for the study area:

MaineDOT Crash Data for 2003-2005: Intersections

Node	Intersection	# of Collisions	CRF	HCL?
9237	India & Middle	3	0.64	No
9242	India & Fore	4	0.82	No
9240	Mountfort & Fore	2	0.63	No

MaineDOT Crash Data for 2003-2005: Links

Nodes	Street Name	# of Collisions	CRF	HCL?
9237-9242	India from Middle to Fore	1	0.58	No
9240-9242	Fore St. from Mountfort to India	3	0.53	No

Based on the published history, there are no high crash locations within the study area. The MaineDOT crash history has been provided in Appendix C.

XIV. Pedestrian and Transit Accommodations

Pedestrian Accommodations

In association with several developer projects in the immediate area, significant infrastructure improvements are set to take place, as several city blocks will be developed and Commercial Street and Hancock Street will be extended. To this end, brick sidewalk will be constructed/reconstructed along Commercial Street, Hancock Street, Fore Street, India Street and Middle Street by others. The majority of the sidewalk in proximity to this project will be reconstructed by others, with all of Fore Street between India and Hancock Street Extension being new. In addition, this project will be reconstructing the sidewalk on Fore Street in front of the site. The overall result will be an enhanced environment for pedestrians, with narrow two lane city streets providing a scale amenable to walking as a mode of transportation. Our office recommends that all sidewalk construction be in compliance with current City, state, and ADA design criteria.

In addition, the eastbound approaches of Fore Street and Middle Street at India Street result in some alignment issues crossing India Street. As part of the Jordan's redevelopment, bumpouts (i.e. curb extensions) will be placed on Middle Street to enhance the pedestrian environment, and it will aid drivers in clarifying lane alignments. Our office also recommends that this be done to the greatest extent practicable on Middle Street when that is reconstructed by others.

Transit Accommodations

This site is within close proximity to regularly schedule ferry service at the Casco Bay Terminal as well as other water-based passenger amenities. In addition, the Narrow Gauge railway passes by on the south side of Congress Street Extension.

Route 8 on the Portland Metro system provides regularly scheduled service with a stop at the Casco Bay terminal as well as Amato's just to the north of the site at Newbury Street. Lastly, the Portland Explorer service has a stop at the Casco Bay terminal with connections to the Jetport and intercity bus and train service. As such, this site is well-situated to take advantage of alternate modes.

XV. Transportation Demand Management

Given the proposed use (hotel and specialty retail), the downtown location, and the fact that the hotel is an extended stay type of hotel, trip generation to the facility is expected to be less than that actually used for this study. In addition to the reduction in trips due to the downtown location and the extended stay nature of the hotel, some TDM techniques could include but not be limited to the following:

Promotion of Public Transportation

The cost or a portion of the cost of monthly bus passes be subsidized by the hotel / specialty retail as an incentive for employees to utilize the local public transportation network. As one of the METRO routes passes by the site, this would be feasible option. Bus routes and schedules clearly posted in the hotel lobby with a copy provided to guests. In addition, the hotel may also consider giving out free bus vouchers or tokens to promote the bus system.

Ridesharing Program

Ridesharing programs encourage commuters / employees to ride in vehicles with other commuters rather than drive alone. The hotel / retail facility could provide ride-matching services through postings in public areas. Reserved parking spaces for vehicles that are used for van or carpooling could be provided for the best locations within the parking garage.

Provision of Bicycle Amenities

Enclosed and secure bicycle facilities should be provided for employees, residents, and shoppers interested in bicycling as a mode of transportation. Perhaps the hotel could also provide free use of bicycles or low cost bicycle rentals to guests.

Getting to the Hotel

Incentives such as a shuttle service to and from the nearby train station and airport could be provided so that hotel guests would not need to rent vehicles or cabs to get them to the hotel.

XVI. Sight Line Analysis

The Maine Department of Transportation has guidelines for sight distances at driveways. These distances are typically referenced in urban compact areas in addition to MaineDOT-maintained roadways, and are shown as follows:

Maine DOT Standards for Sight Distance

Posted Speed (mph)	Basic Sight Distance
25	200
30	250
35	305
40	360
45	425
50	495
55	570

Gorrill-Palmer Consulting Engineers, Inc. has evaluated the available sight lines at the proposed pick-up / drop-off area in front of the site in accordance with MaineDOT standards.

The Maine DOT standards are as follows:

- Driveway observation point: 10 feet off major street travelway
- Height of eye at driveway: 3 ½ feet above ground
- Height of approaching vehicle: 4 ¼ feet above road surface

The operational speed for Fore Street is assumed to be 25 mph, as is typical for urban roadways without a speed limit posting. The sight distance from the pick-up / drop-off area is 370 feet looking left and 400 feet looking right if no parked vehicles block sight distance. Gorrill-Palmer Consulting Engineers Inc. recommends a portion of the parking area along the Fore Street frontage be reserved for loading / unloading and the remainder be signed for 2 hour parking only during business hours.

Gorrill-Palmer Consulting Engineers, Inc. recommends that all plantings, which will be located within the right of way, not exceed three feet in height and be maintained at or below that height. Small trees taller than 3 feet are acceptable provided they do not have lower branches that block available sight distance. Signage should not interfere with sight lines. In addition, we recommend that during construction, when heavy equipment is entering and exiting into the site, that appropriate measures, such as signage and flag persons, be utilized in accordance with the Manual on Uniform Traffic Control Devices.

XVII. Conclusions

Gorrill-Palmer Consulting Engineers, Inc. has examined the impact of the traffic associated with the proposed Residence Inn Hotel / specialty retail project and reached the following conclusions:

1. The proposed development is forecast to generate 88, 118 and 159 trip ends for the weekday AM, weekday PM, and Saturday peak hours, respectively. (Note: A trip end is either a trip in or out of the site. Therefore a round trip would equal two trip ends).
2. The level of service analyses shows the site traffic can be accommodated by the existing street system, however the Middle Street / India Street intersection may operate at low levels of service. Gorrill-Palmer Consulting Engineers Inc. recommends this intersection be monitored by the City as development opens in the area to determine if they wish to stripe a 100-foot right turn lane on the eastbound Middle Street approach. This would result in the loss of some on-street parking. In addition, it is the recommendation of our office that a bumpout (curb extension) be provided on the eastbound approach of Fore Street at India Street on the north side of this roadway to improve the alignment of this intersection as well as to provide for an enhanced pedestrian environment. This intersection is proposed to be signalized by others and the bumpout should be done at that time.
3. Gorrill-Palmer Consulting Engineers, Inc. referenced the MaineDOT High Crash listings to determine if there were any high crash locations in the project vicinity. Based on the published history, there are no High Crash Locations within the study area.
4. The Hotel will be reconstructing the sidewalk along the Fore Street frontage with almost all other sidewalks in its immediate vicinity repaired or reconstructed by others. Our office recommends that all sidewalk construction be in compliance with current City, state and ADA design criteria. In addition, with nearby access to Metro Route #5, the Portland Explorer, the Narrow Gauge Railroad as well as scheduled ferry service at the Casco Bay Terminal, it is our opinion that this site is well-suited to take advantage of alternate modes.
5. The sight lines at the proposed pick-up / drop-off driveway exceed MaineDOT requirements if not blocked by vehicles. Gorrill-Palmer Consulting Engineers Inc. recommends a portion of the parking area along the Fore Street frontage be reserved for loading / unloading and the remainder be signed for 2 hour parking only during business hours. Gorrill-Palmer Consulting Engineers, Inc. recommends that all plantings, which will be located within the right-of-way, not exceed three feet in height and be maintained at or below that height. Small trees taller than 3 feet are acceptable provided they do not have lower branches that block available sight distance. Signage should not interfere with sight lines. In addition, we recommend that during construction, when heavy equipment is entering and exiting into the site, that

appropriate measures, such as signage and flag persons, be utilized in accordance with the Manual on Uniform Traffic Control Devices.

Based on these findings, it is the opinion of Gorrill-Palmer Consulting Engineers, Inc. that the local street system with the recommended improvements can accommodate the traffic generated by the site.

Appendix A
Site Location Map
Site Plan
Turning Movement Diagrams

Location Map

5-19
Sheet No. 1



RESIDENCE HOTEL, PORTLAND, MAINE

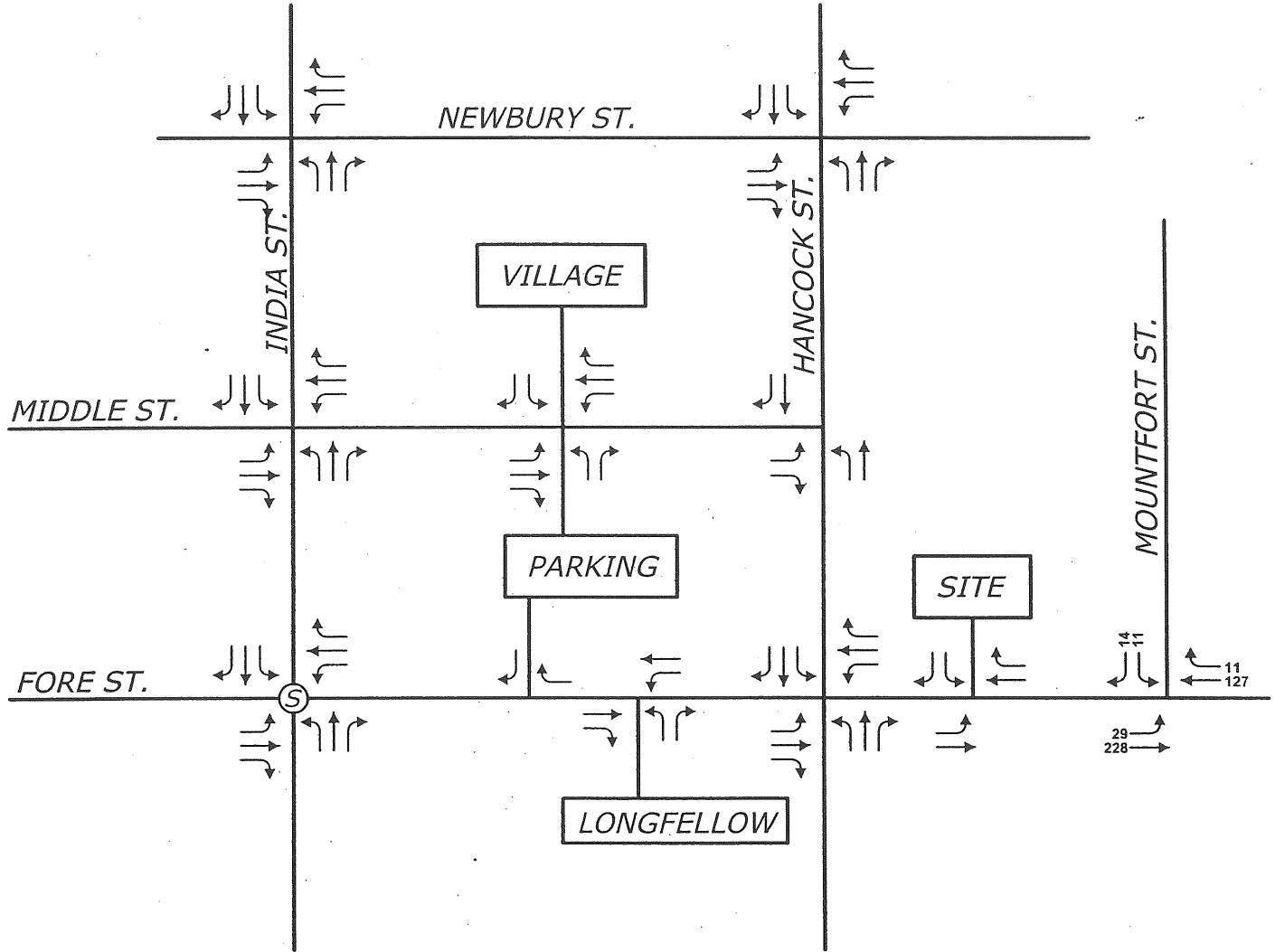
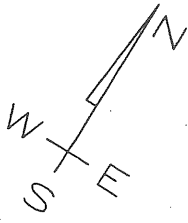
GP Gorrill-Palmer Consulting Engineers, Inc.

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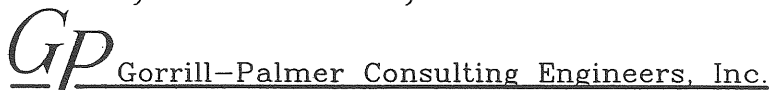
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 PEAK HOUR 4:45 - 5:45 PM

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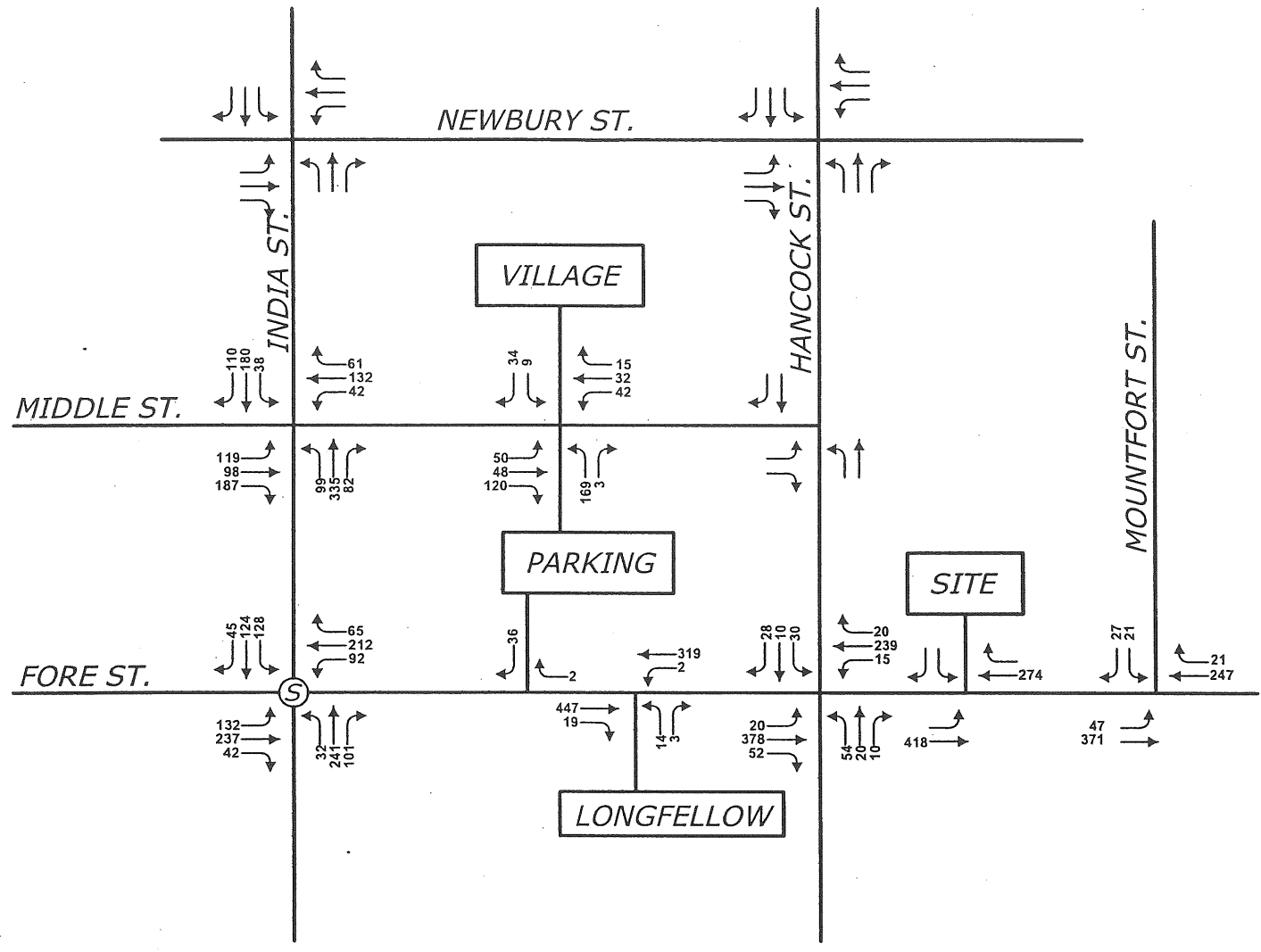
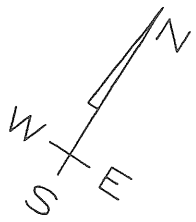
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 Draft: DMB Date: FEB 2007
 Checked: JJB File Name: 1614-TRAF-2.dwg

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 mailbox@gorrillpalmer.com www.gorrillpalmer.com

2008 PM Weekday Pre-Development DHV



Ⓢ PROPOSED SIGNAL BY OTHERS

NOTE: 2008 PM PRE-DEVELOPMENT DHV BASED ON LONGFELLOW AT OCEAN GATEWAY 2007 POST-DEVELOPMENT CONDITIONS ADJUSTED PER NOV. 27, 2006 LETTER AND 1% ANNUAL GROWTH.

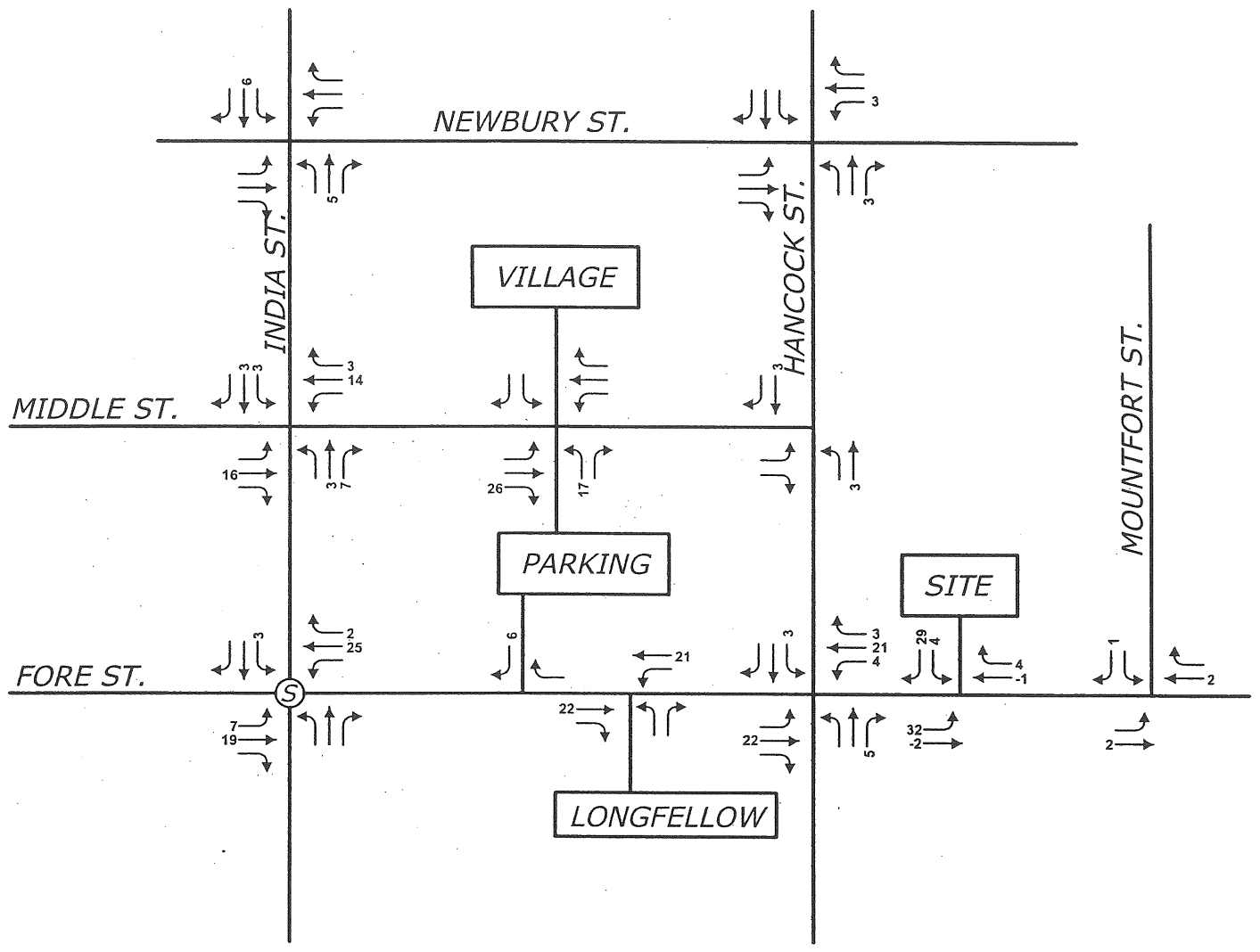
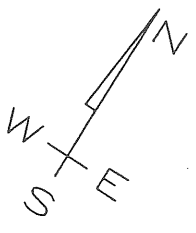
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S:\Land Projects\1614\dwg\1614-TRAF-2.dwg, FIG 3, 2/6/2007 2:25:27 PM, Gorrill-Palmer

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Weekday PM DHV Trip Assignment



Ⓢ PROPOSED SIGNAL BY OTHERS

62	ENTER
56	EXIT
118	TOTAL

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RESIDENCE INN BY MARRIOTT, PORTLAND, MAINE

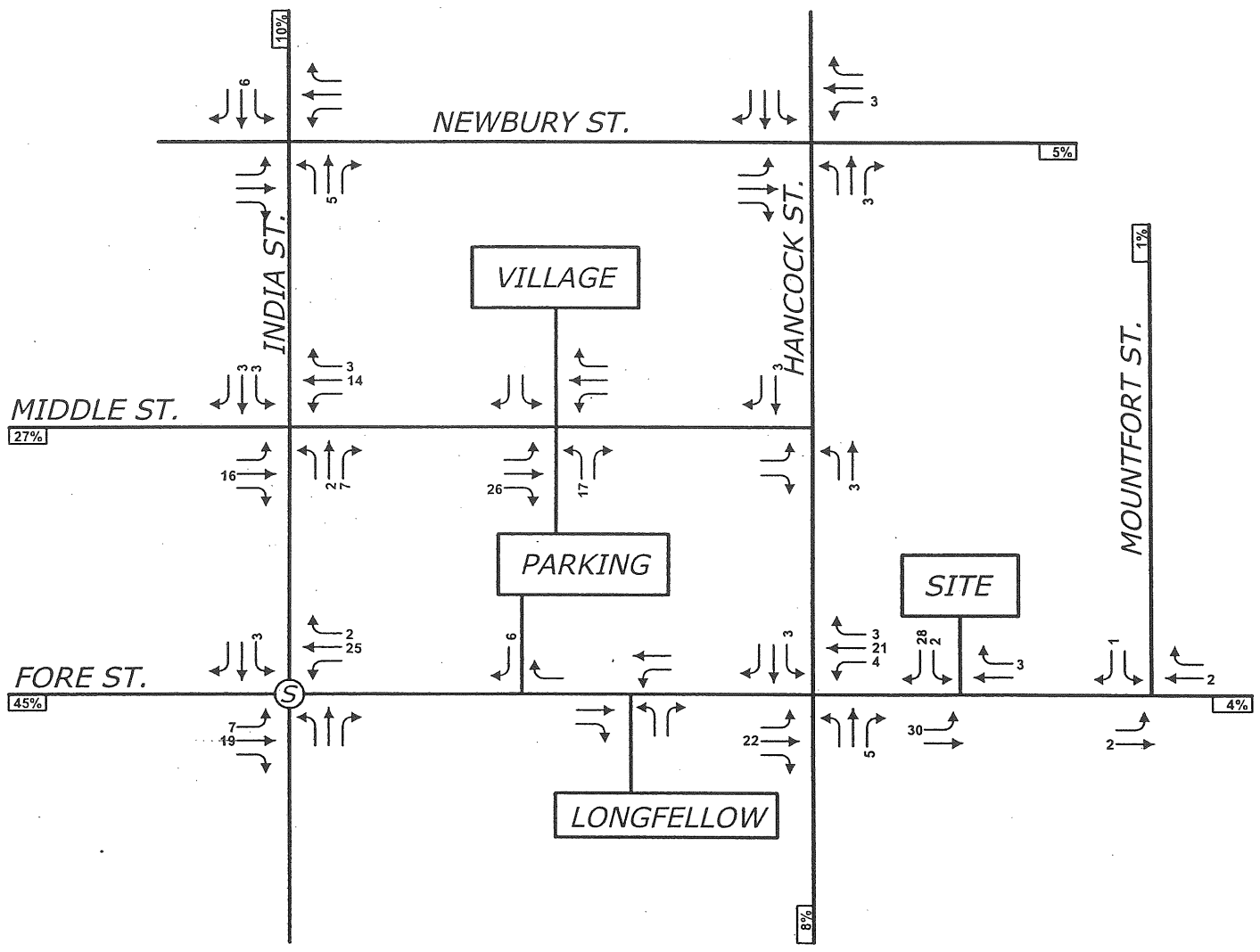
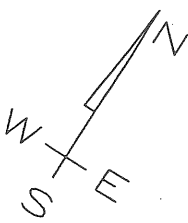
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Design: RED Scale: NONE
 Draft: DMB Date: FEB 2007
 Checked: JJB File Name: 1614-TRAF-2.dwg

Weekday PM DHV Primary Trip Assignment



Ⓢ PROPOSED SIGNAL BY OTHERS

59	ENTER
53	EXIT
112	TOTAL

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 Traffic and Civil Engineering Services

S:\Land Projects\1614\dwg\1614-TRAF-2.dwg, FIG 4A, 2/6/2007 2:25:41 PM, JJB

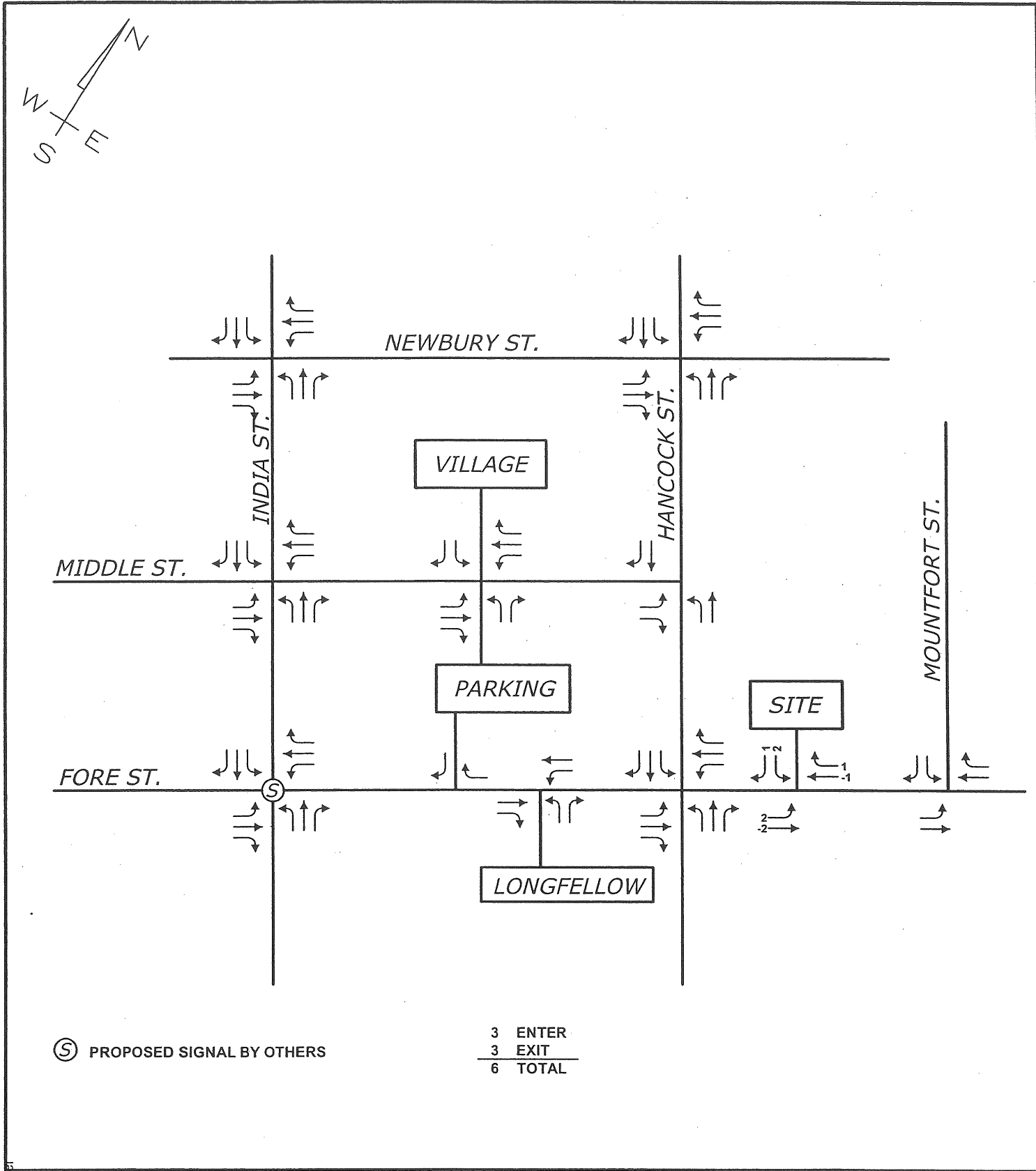
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Weekday PM DHV Secondary Trip Assignment

3.24
Figure No. **4B**



RESIDENCE INN BY MARRIOTT, PORTLAND, MAINE

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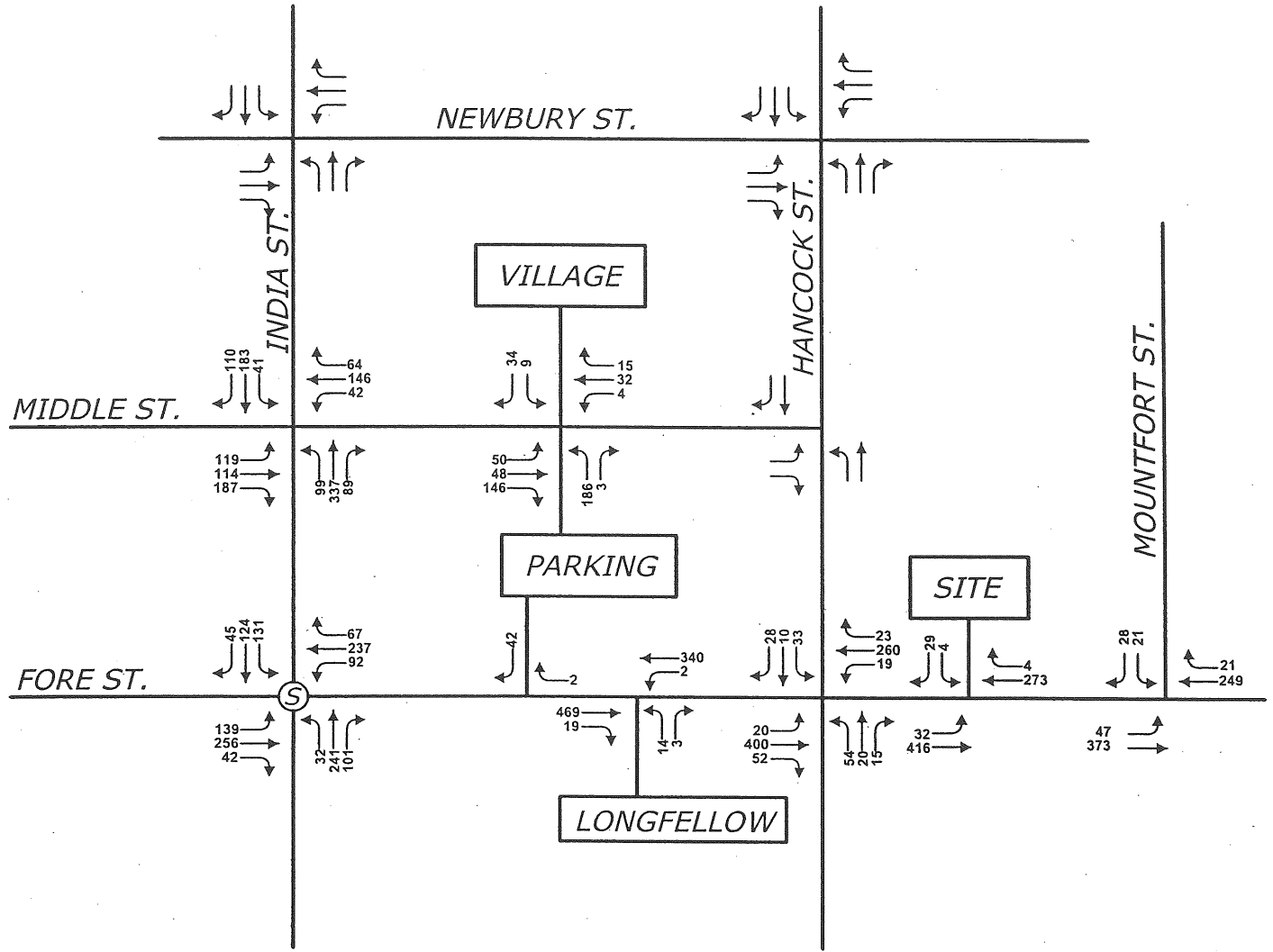
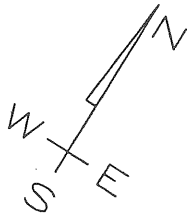
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2008 PM Weekday Post-Development DHV

3.25
Figure No. **5**



Ⓢ PROPOSED SIGNAL BY OTHERS

RESIDENCE INN BY MARRIOTT, PORTLAND, MAINE

GP Gorrill-Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services

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Appendix B
Capacity Analyses Results

Pre

3.27

HCM Unsignalized Intersection Capacity Analysis
4: Middle Street & India Street

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2/5/2007

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	119	98	187	42	132	61	99	335	82	38	180	110
Peak Hour Factor	0.87	0.87	0.87	0.83	0.83	0.83	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	137	113	215	51	159	73	110	372	91	42	200	122
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	464	283	573	364								
Volume Left (vph)	137	51	110	42								
Volume Right (vph)	215	73	91	122								
Hadj (s)	-0.20	-0.12	-0.04	-0.16								
Departure Headway (s)	8.4	9.1	8.5	8.7								
Degree Utilization, x	1.08	0.72	1.36	0.88								
Capacity (veh/h)	429	383	431	402								
Control Delay (s)	95.6	32.2	200.7	48.9								
Approach Delay (s)	95.6	32.2	200.7	48.9								
Approach LOS	F	D	F	E								
Intersection Summary												
Delay			110.6									
HCM Level of Service			F									
Intersection Capacity Utilization			90.2%		ICU Level of Service						E	
Analysis Period (min)			15									

4: Middle Street & India Street Performance by approach

Approach	EB	WB	NB	SB	All
Total Delay (hr)	1.5	0.5	3.2	1.0	6.2
Delay / Veh (s)	13.6	8.4	22.2	11.3	15.3

Total Network Performance

Total Delay (hr)	6.9
Delay / Veh (s)	17.1

Intersection: 4: Middle Street & India Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	216	98	234	163
Average Queue (ft)	95	54	148	75
95th Queue (ft)	167	89	256	126
Link Distance (ft)	546	183	216	656
Upstream Blk Time (%)			10	
Queuing Penalty (veh)			0	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Post

3-30

HCM Unsignalized Intersection Capacity Analysis

T:\1614\Synchro\IndiaatMiddlePost.sy7

4: Middle Street & India Street

2/5/2007



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	119	114	187	42	146	64	99	337	89	41	183	110
Peak Hour Factor	0.87	0.87	0.87	0.83	0.83	0.83	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	137	131	215	51	176	77	110	374	99	46	203	122
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	483	304	583	371								
Volume Left (vph)	137	51	110	46								
Volume Right (vph)	215	77	99	122								
Hadj (s)	-0.19	-0.12	-0.05	-0.16								
Departure Headway (s)	8.6	9.2	8.7	8.8								
Degree Utilization, x	1.15	0.78	1.42	0.91								
Capacity (veh/h)	427	382	423	399								
Control Delay (s)	121.3	37.8	225.6	55.1								
Approach Delay (s)	121.3	37.8	225.6	55.1								
Approach LOS	F	E	F	F								

Intersection Summary

Delay			127.6	
HCM Level of Service			F	
Intersection Capacity Utilization		91.6%		ICU Level of Service
Analysis Period (min)			15	

4: Middle Street & India Street Performance by approach

Approach	EB	WB	NB	SB	All
Total Delay (hr)	2.1	0.6	4.7	1.0	8.5
Delay / Veh (s)	18.2	9.2	32.9	11.7	20.5

Total Network Performance

Total Delay (hr)	9.2
Delay / Veh (s)	22.3

Intersection: 4: Middle Street & India Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	282	122	242	172
Average Queue (ft)	112	60	163	76
95th Queue (ft)	229	100	272	128
Link Distance (ft)	546	183	216	656
Upstream Blk Time (%)			21	
Queuing Penalty (veh)			0	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

HCM Unsignalized Intersection Capacity Analysis
25: Mountfort &

T:\1614\Synchro\PreHotel.sy7
2/5/2007



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Volume (veh/h)	47	371	247	21	21	27
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	52	412	274	23	23	30
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh						
Upstream signal (ft)	870					
pX, platoon unblocked						
vC, conflicting volume	298				803	286
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	298				803	286
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	96				93	96
cM capacity (veh/h)	1269				340	755
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	464	298	53			
Volume Left	52	0	23			
Volume Right	0	23	30			
cSH	1269	1700	492			
Volume to Capacity	0.04	0.18	0.11			
Queue Length 95th (ft)	3	0	9			
Control Delay (s)	1.3	0.0	13.2			
Lane LOS	A		B			
Approach Delay (s)	1.3	0.0	13.2			
Approach LOS			B			
Intersection Summary						
Average Delay			1.6			
Intersection Capacity Utilization			49.7%	ICU Level of Service	A	
Analysis Period (min)			15			

HCM Unsignalized Intersection Capacity Analysis
25: Mountfort &

T:\1614\Synchro\PostHotel.sy7
2/5/2007



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Volume (veh/h)	47	373	249	21	21	28
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	52	414	277	23	23	31
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						None
Median storage veh						
Upstream signal (ft)	870					
pX, platoon unblocked						
vC, conflicting volume	300				807	288
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	300				807	288
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	96				93	96
cM capacity (veh/h)	1267				338	753
Direction, Lane #						
	EB 1	WB 1	SB 1			
Volume Total	467	300	54			
Volume Left	52	0	23			
Volume Right	0	23	31			
cSH	1267	1700	493			
Volume to Capacity	0.04	0.18	0.11			
Queue Length 95th (ft)	3	0	9			
Control Delay (s)	1.3	0.0	13.2			
Lane LOS	A		B			
Approach Delay (s)	1.3	0.0	13.2			
Approach LOS			B			
Intersection Summary						
Average Delay			1.6			
Intersection Capacity Utilization	49.9%		ICU Level of Service	A		
Analysis Period (min)			15			

2008 Pre

3.25

HCM Signalized Intersection Capacity Analysis

T:\1614\Synchro\PreHotel.sy7

39: Fore St. & India Street

2/5/2007



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↖			↕	
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Grade (%)		-1%			3%			3%			-3%	
Total Lost time (s)		4.0			4.0		4.0	4.0			4.0	
Lane Util. Factor		1.00			1.00		1.00	1.00			1.00	
Frpb, ped/bikes		1.00			0.99		1.00	0.99			0.99	
Flpb, ped/bikes		1.00			1.00		0.99	1.00			1.00	
Fr _t		0.99			0.98		1.00	0.96			0.98	
Fl _t Protected		0.98			0.99		0.95	1.00			0.98	
Satd. Flow (prot)		1844			1774		1731	1736			1816	
Fl _t Permitted		0.75			0.81		0.56	1.00			0.60	
Satd. Flow (perm)		1414			1464		1026	1736			1106	
Volume (vph)	132	237	42	92	212	65	32	241	101	128	124	45
Peak-hour factor, PHF	0.83	0.83	0.83	0.80	0.80	0.80	0.92	0.92	0.92	0.87	0.87	0.87
Adj. Flow (vph)	159	286	51	115	265	81	35	262	110	147	143	52
RTOR Reduction (vph)	0	8	0	0	14	0	0	34	0	0	15	0
Lane Group Flow (vph)	0	488	0	0	447	0	35	338	0	0	327	0
Confl. Peds. (#/hr)	10		10	10		10	10		10	10		10
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)		18.8			18.8		15.3	15.3			15.3	
Effective Green, g (s)		18.8			18.8		15.3	15.3			15.3	
Actuated g/C Ratio		0.45			0.45		0.36	0.36			0.36	
Clearance Time (s)		4.0			4.0		4.0	4.0			4.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)		631			654		373	631			402	
v/s Ratio Prot								0.19				
v/s Ratio Perm		c0.35			0.31		0.03				c0.30	
v/c Ratio		0.77			0.68		0.09	0.54			0.81	
Uniform Delay, d1		9.9			9.3		8.8	10.6			12.1	
Progression Factor		1.00			1.00		1.00	1.00			1.00	
Incremental Delay, d2		5.9			2.9		0.1	0.9			12.0	
Delay (s)		15.7			12.2		8.9	11.5			24.1	
Level of Service		B			B		A	B			C	
Approach Delay (s)		15.7			12.2			11.2			24.1	
Approach LOS		B			B			B			C	

Intersection Summary			
HCM Average Control Delay	15.4	HCM Level of Service	B
HCM Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	42.1	Sum of lost time (s)	8.0
Intersection Capacity Utilization	78.7%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

HCM Signalized Intersection Capacity Analysis
39: Fore St. & India Street

T:\1614\Synchro\PostHotel.sy7
2/5/2007



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇄			⇄		↑	↑			⇄	
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Grade (%)		-1%			3%			3%			-3%	
Total Lost time (s)		4.0			4.0		4.0	4.0			4.0	
Lane Util. Factor		1.00			1.00		1.00	1.00			1.00	
Frbp, ped/bikes		1.00			0.99		1.00	0.99			0.99	
Fipb, ped/bikes		1.00			1.00		0.99	1.00			1.00	
Frt		0.99			0.98		1.00	0.96			0.98	
Frt Protected		0.98			0.99		0.95	1.00			0.98	
Satd. Flow (prot)		1846			1777		1731	1736			1816	
Frt Permitted		0.74			0.82		0.56	1.00			0.57	
Satd. Flow (perm)		1385			1470		1012	1736			1058	
Volume (vph)	139	256	42	92	237	67	32	241	101	131	124	45
Peak-hour factor, PHF	0.83	0.83	0.83	0.80	0.80	0.80	0.92	0.92	0.92	0.87	0.87	0.87
Adj. Flow (vph)	167	308	51	115	296	84	35	262	110	151	143	52
RTOR Reduction (vph)	0	7	0	0	13	0	0	35	0	0	15	0
Lane Group Flow (vph)	0	519	0	0	482	0	35	337	0	0	331	0
Confl. Peds. (#/hr)	10		10	10		10	10		10	10		10
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Actuated Green, G (s)		20.3			20.3		15.7	15.7			15.7	
Effective Green, g (s)		20.3			20.3		15.7	15.7			15.7	
Actuated g/C Ratio		0.46			0.46		0.36	0.36			0.36	
Clearance Time (s)		4.0			4.0		4.0	4.0			4.0	
Vehicle Extension (s)		3.0			3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)		639			678		361	619			378	
v/s Ratio Prot								0.19				
v/s Ratio Perm		c0.37			0.33		0.03				c0.31	
v/c Ratio		0.81			0.71		0.10	0.54			0.88	
Uniform Delay, d1		10.2			9.5		9.4	11.3			13.2	
Progression Factor		1.00			1.00		1.00	1.00			1.00	
Incremental Delay, d2		7.8			3.5		0.1	1.0			19.7	
Delay (s)		18.0			13.0		9.5	12.3			33.0	
Level of Service		B			B		A	B			C	
Approach Delay (s)		18.0			13.0			12.0			33.0	
Approach LOS		B			B			B			C	

Intersection Summary

HCM Average Control Delay	18.1	HCM Level of Service	B
HCM Volume to Capacity ratio	0.84		
Actuated Cycle Length (s)	44.0	Sum of lost time (s)	8.0
Intersection Capacity Utilization	81.8%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

Appendix C
MaineDOT Crash Data
Trip Generation Calculations

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY INPUT

TYPE OF STUDY: NODES AND LINKS TYPE OF REQUEST: ACCIDENT I & II WITH LINK DETAIL
STUDY PERIOD: FROM MONTH 01 YEAR 2003 TO MONTH 12 YEAR 2005

INPUT COMMENTS

REQUEST: FRANKLIN ST ARTERIAL / FORE ST AREA
TOWN: PORTLAND

INPUT DATA

ROUTE	COUNTY	FIRST NODE	EXCLUDE FIRST	DISTANCE	SECOND NODE	LAST NODE	EXCLUDE LAST	DISTANCE
0001A	05	08939	0	0.00	08938	05812	0	0.00
61000		09243	0	0.00	09216	09241	0	0.00
60344		09217	0	0.00	09223	09238	0	0.00
61001		05812	1	0.00	09241	09241	1	0.00
60286		08937	1	0.00	09242	09242	1	0.00
60505		09242	1	0.00	09240	09240	0	0.00
		08938	1	0.00	09221	09237	1	0.00
		09237	1	0.00	09238	09238	1	0.00

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

ACCIDENT SUMMARY I

COUNTY TOWN#	LOW NODE	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	K	A	B	C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	LINK	ACCIDENT-RATES NODE	CRITI RATE	CRF
05	08939	POR, FRANKLIN ART.	CONGRE	9	44		0	2	5	12	25	43.2		9.218		1.59	1.03	1.54
05	08938	POR, FRANKLIN ART.	MIDDL	9	20		0	2	2	5	11	45.0		6.850		0.97	1.08	0.00
05	08937	POR, FRANKLIN ST.	ART, FOR	9	9		0	0	0	3	6	33.3		4.442		0.68	1.18	0.00
05	08112	POR, COMMERCIAL ST.	STATE	9	3		0	0	0	1	2	33.3		4.305		0.23	1.19	0.00
05	09243	POR, CONGRESS,	INDIA ST.	9	6		0	0	0	1	5	16.7		4.537		0.44	1.18	0.00
05	09216	POR, INDIA, FEDERAL	ST. 2	2	1		0	0	0	0	1	0.0		2.463		0.14	0.49	0.00
05	09224	POR, INDIA, NEWBURY	ST. 1	2	1		0	0	0	1	0	100.0		2.222		0.15	0.51	0.00
05	09237	POR, MIDDLE,	INDIA ST.	2	3		0	0	0	0	3	0.0		3.424		0.29	0.45	0.00
05	09242	POR, FORE,	INDIA ST.	2	4		0	0	0	1	3	25.0		3.584		0.37	0.45	0.00
05	09241	POR, INDIA, COMMERCIAL	ST. 2	2	0		0	0	0	0	0	0.0		2.168		0.00	0.51	0.00
05	09217	POR, FEDERAL	ST. 2, HANCOC	2	0		0	0	0	0	0	0.0		0.623		0.00	0.54	0.00
05	09223	POR, HANCOCK,	NEWBURY ST.	2	0		0	0	0	0	0	0.0		0.498		0.00	0.56	0.00
05	09238	POR, HANCOCK,	MIDDLE ST.	2	0		0	0	0	0	0	0.0		0.553		0.00	0.55	0.00
05	09240	POR, FORE,	MOUNTFORT ST.	2	2		0	0	0	0	2	0.0		2.281		0.29	0.46	0.00
05	09221	POR, MIDDLE,	HAMPSHIRE ST	2	0		0	0	0	0	0	0.0		2.492		0.00	0.40	0.00
					93		0	4	7	24	58	37.6		49.660		0.62	0.59	1.05

NODE SUBTOTALS-

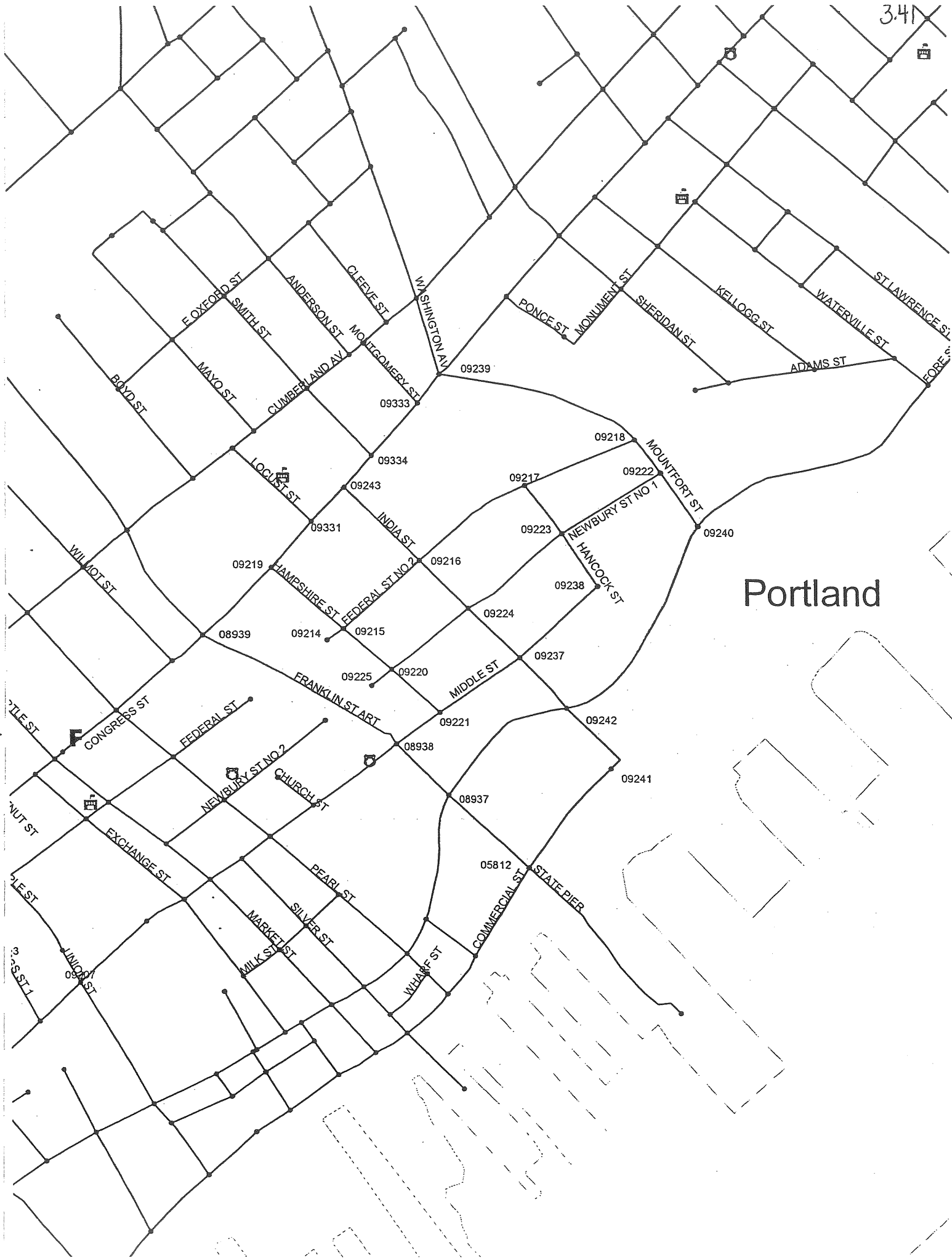
MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY TOWN#	LOW NODE	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	K	A	B	C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF
05170	08938	08939	FRANKLIN ST	ART 2	1	0.15	0	0	0	0	1	0.0	0.00713	46.75	445.56	0.00	
	08937	08938		2	0	0.06	0	0	0	0	0	0.0	0.00214	0.00	602.86	0.00	
	05812	08937		2	0	0.09	0	0	0	0	0	0.0	0.00186	0.00	625.16	0.00	
	09216	09243	INDIA ST	2	0	0.08	0	0	0	0	0	0.0	0.00174	0.00	635.57	0.00	
	09216	09224		2	2	0.05	0	0	0	0	2	0.0	0.00103	647.25	725.18	0.00	
	09224	09237		2	2	0.05	0	0	1	0	1	50.0	0.00097	687.29	735.73	0.00	
	09237	09242		2	1	0.04	0	0	0	1	0	100.0	0.00074	450.45	783.11	0.00	
	09241	09242		2	1	0.06	0	0	0	0	1	0.0	0.00128	260.42	687.30	0.00	
	09217	09223	HANCOCK ST	2	0	0.04	0	0	0	0	0	0.0	0.00011	0.00	1538.71	0.00	
	09223	09238		2	0	0.05	0	0	0	0	0	0.0	0.00014	0.00	1557.45	0.00	
	05812	09241	COMMERCIAL ST	2	2	0.10	0	0	0	1	1	50.0	0.00221	301.66	597.43	0.00	
	08937	09242	FORE ST	2	4	0.12	0	0	0	1	3	25.0	0.00111	1201.20	675.47	1.78	
	09240	09242		2	3	0.17	0	0	1	1	1	66.7	0.00383	261.10	492.27	0.00	
	08938	09221	MIDDLE ST	2	1	0.06	0	0	0	0	1	0.0	0.00133	250.63	1009.91	0.00	
	09221	09237		2	2	0.06	0	1	0	0	1	50.0	0.00133	501.25	1009.91	0.00	
	09237	09238		2	3	0.08	0	0	0	0	3	0.0	0.00066	1515.15	1207.65	1.25	
			LINK SUBTOTALS-		22	1.26	0	1	2	4	15	31.8	0.02761	265.60	358.13	0.00	
			GRAND TOTALS-		115	1.26	0	5	9	28	73	36.5	0.02761	49.660	1388.38	524.11	2.65

3.40



Portland

JN: 1614
 Project Description: Extended Stay Hotel
 Project Location: Portland, Maine
 Date: November 10, 2006

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

Hotel
Land Use Code (LUC) 310

Numer of Rooms: 180

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Directional Split *		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	$T = 8.95 (X) - 373.16$	1238	50%	50%	619	619
AM Peak Adjacent Street	$\ln(T) = 1.24 \ln(X) - 2.00$	85	60%	40%	51	34
PM Peak Adjacent Street	---	---	55%	45%	---	---
AM Peak hour of Generator	$\ln(T) = 0.87 \ln(X) + 0.02$	93	55%	45%	51	42
PM Peak Hour of Generator	$\ln(T) = 1.00 \ln(X) - 0.58$	101	60%	40%	61	40
Saturday	$T = 9.62 (X) - 294.56$	1437	50%	50%	719	718
Saturday Peak Hour of Gen.	$T = 0.69 (X) + 4.32$	129	55%	45%	71	58

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Directional Split *		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	$T = 8.17 (X)$	1471	50%	50%	735	736
AM Peak Adjacent Street	$T = 0.56 (X)$	101	60%	40%	60	41
PM Peak Adjacent Street	$T = 0.59 (X)$	106	55%	45%	58	48
AM Peak Hour of Generator	$T = 0.52 (X)$	94	55%	45%	51	43
PM Peak Hour of Generator	$T = 0.61 (X)$	110	60%	40%	66	44
Saturday	$T = 8.19 (X)$	1474	50%	50%	737	737
Saturday Peak Hour of Gen.	$T = 0.72 (X)$	130	55%	45%	71	59

* Percentages rounded to nearest 5%

JN: 1614
 Project Description: Extended Stay Hotel
 Project Location: Portland, Maine
 Date: February 2, 2007

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**Specialty Retail Center
 Land Use Code (LUC) 814**

Gross Floor Area (ft²): 4,400

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 44.32 (X)	195	4	50%	50%	98	97	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.71 (X)	12	5	45%	55%	5	7	---
AM Peak Hour of Generator	T = 6.84 (X)	30	4	50%	50%	15	15	---
PM Peak Hour of Generator	T = 5.02 (X)	22	3	55%	45%	12	10	---
Saturday	T = 42.04 (X)	185	3	50%	50%	93	92	---
Saturday Peak Hour of Gen.***	---	---	---	---	---	---	---	---

AM Peak of Adjacent Street 7-9 AM**	T = 0.275 (PM Peak Hour)	3	60%	40%	2	1
Saturday Peak Hour***	T = 1.325 (PM Peak Hour)	29	50%	50%	15	14

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center
 ***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

* Percentages rounded to nearest 5%

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 42.78 (X) + 37.66	226	226	50%	50%	113	113	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.40 (X) + 21.48	32	32	45%	55%	14	18	0.98
AM Peak Hour of Generator	T = 4.91 (X) + 115.59	137	137	50%	50%	69	68	0.90
PM Peak Hour of Generator	---	---	---	---	---	---	---	---
Saturday	---	---	---	---	---	---	---	---
Saturday Peak Hour of Gen.	---	---	---	---	---	---	---	---

* Percentages rounded to nearest 5%
 (---) Not Given

AM Peak of Adjacent Street 7-9 AM**	T = 0.275 (PM Peak Hour)	9	60%	40%	5	4
Saturday Peak Hour***	T = 1.325 (PM Peak Hour)	42	50%	50%	21	21

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center
 ***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center