

019-A-001-001

1-1 India St, Portland, ME

The Longfellow at Ocean Gateway
Riverwalk, LLC

Preliminary Signal Warrants

Introduction

The single most important criterion for preliminary signal warrant analysis is engineering judgment. In the following procedures only the fundamental parameters of volumes and approach lanes are provided.

Background

There are 8 traffic signal warrants found in the Manual on Uniform Traffic Control Devices (MUTCD), Page 4C-1. The signal warrants are:

Warrant 1, Eight-Hour Vehicular Volume.

Case A – Minimum Vehicular Volume.

Case B – Interruption of Continuous Traffic.

Warrant 2, Four-Hour Vehicular Volume.

Warrant 3, Peak Hour.

Warrant 4, Pedestrian Volume.

Warrant 5, School Crossing.

Warrant 6, Coordinated Signal System.

Warrant 7, Crash Experience.

Warrant 8, Roadway Network.

OAR 734-020-0460 (1) stipulates that only MUTCD warrant 1 Case A and Case B may be used to project a future need for a traffic signal. (Corrected to reflect numbering used in the Millennium Edition of the MUTCD.) In the Transportation Planning Analysis Unit (TPAU), we are typically projecting traffic into the future and analyzing future years, so we consider warrants 1, Case A and Case B. Case A deals primarily with high volumes on the intersecting minor street. Case B addresses high volumes on the major street and the delays and hazards to vehicles on the minor street trying to either access or cross the major street.

Analysis

In MUTCD warrant 1 the eighth highest hour of an average day is used to determine whether a warrant is met. At the analysis stage in TPAU, Average Daily Traffic (ADT) is used for preliminary signal warrant analysis. We apply a conversion factor of 5.65% to the ADT to reach the eighth highest hour. The conversion factor of 5.65% is acceptable as shown using 1991 to 1994 manual counts and as agreed on by TPAU and Traffic Management Section. To convert MUTCD hourly volumes to ADT volumes, divide the MUTCD volume by the factor .0565, this equals the target ADT volume to meet MUTCD warrant 1.

If the "85 percentile speed of major street traffic exceeds 40 mph in either an urban or rural area, or when the intersection lies within the built-up area of an isolated community having a population of less than 10,000" (MUTCD), reduce the target volume for the warrants to 70 percent of the normal requirements. The warrant volumes, along with the number of lanes, are shown in the preliminary traffic signal warrant analysis sheet on the following page.

Oregon Department of Transportation
 Transportation Development Branch
 Transportation Planning Analysis Unit

Preliminary Traffic Signal Warrant Analysis¹

Major Street:	Minor Street:
Project:	City/County:
Year:	Alternative:

Preliminary Signal Warrant Volumes

Number of Approach lanes		ADT on major street approaching from both directions		ADT on minor street, highest approaching volume	
Major Street	Minor Street	Percent of standard warrants 100 70		percent of standard warrants 100 70	

Case A: Minimum Vehicular Traffic

1	1	8,850	6,200	2,650	1,850
2 or more	1	10,600	7,400	2,650	1,850
2 or more	2 or more	10,600	7,400	3,550	2,500
1	2 or more	8,850	6,200	3,550	2,500

Case B: Interruption of Continuous Traffic

1	1	13,300	9,300	1,350	950
2 or more	1	15,900	11,100	1,350	950
2 or more	2 or more	15,900	11,100	1,750	1,250
1	2 or more	13,300	9,300	1,750	1,250

5.65% of the above ADT volumes is equal to the MUTCD vehicles per hour (vph)

	100 percent of standard warrants
	70 percent of standard warrants ²

Preliminary Signal Warrant Calculation

	Street	Number of Lanes	Warrant Volumes	Approach Volumes	Warrant Met
Case A	Major				
	Minor				
Case B	Major				
	Minor				

Analyst and Date: _____ Reviewer and Date: _____

¹ Meeting preliminary signal warrants does not guarantee that a signal will be installed. Before a signal can be installed a traffic signal investigation must be conducted or reviewed by the Region Traffic Manager. Traffic signal warrants must be met and the State Traffic Engineer's approval obtained before a traffic signal can be installed on a state highway.

² Used due to 85th percentile speed in excess of 40 mph or isolated community with population of less than 10,000.

Determining the number of approach lanes and determining the approach volumes to use in the warrant analysis requires knowledge of the involved intersection.

1. Major Street (higher volume street)
 - Include only the through and through/turn lanes in the number of approach lanes.
 - For the ADT, count total volume approaching from both directions, **including** all turn movements.
2. Minor Street (lower volume street)
 - Include only the through, through/turn, and left turn lanes in the number of approach lanes.
 - For the ADT, count the highest approaching volume (one direction only, do not include the ADT approaching from both directions) including some or none of the right turn volume as discussed in the following scenarios:
 - Scenario # 1 – Shared left-through-right lane: Some of the right turns are included in the minor street approach ADT if the right turn demand is greater than 85% of the capacity of the shared lane. Use UNSIG10 or HCS to calculate the capacity of the shared lane. The right turn discount is 85% of the shared lane capacity (85% of the capacity is used because once the v/c exceeds 0.85, drivers suffer longer delay and begin to take unsafe gaps). Subtract the right-turn discount from the total right turn volume to determine the number of right turns in the warrant. If the remainder is less than or equal to zero, do not include any of the right turns in the approach ADT.
 - Scenario # 2 – Exclusive right-turn lane: Some of the right turns are included in the approach ADT if the right turn lane demand is greater than 85% of the capacity of the right turn lane. Use UNSIG10 or HCS to calculate the capacity of the right turn lane. The right turn discount is 85% of the right turn lane capacity. Subtract the right turn discount from the total right turning volume to determine the number of right turns that will be included in the warrant. If the remainder is less than or equal to zero, do not include any of the right turns in the approach ADT.
 - Scenario # 3 – Shared through-right lane: Some of the right turns are included in the approach ADT if the right turn demand is greater than 85% of the capacity of the shared through-right lane. Use UNSIG10 or HCS to calculate the capacity of the through-right shared lane. The right turn discount is 85 % of the shared lane capacity. Subtract the right turn discount from the total right turn volume to determine the number of right turns in the warrant. If the remainder is less than or equal to zero, do not include any of the right turns in the approach ADT.

- **Scenario # 4 – Double right-turn lane:** Include all of the right turning volume in the approach ADT if a double right turn lane is required. If such is the case, the number of approach lanes for warrant analysis is 2 or more.

The above information is meant to serve as general guidelines only, engineering judgment may be required when one or both of the streets are one way, the intersection is not a typical four legged design, or the highest volume is associated with a turn movement. Engineering judgment must be the deciding factor in preliminary warrant analysis.

Example Application: Right Turn Discounts (Only for the minor road)

Example # 1: Figure 1 shows a typical unsignalized intersection, the peak hour volumes, the ADT volumes, and lane configurations. The peak hour volumes are 10% of the ADT. The 85th percentile speed is 35 mph and the intersection is located in a city with a population of 60,000.

- Determining the number of right-turns to include in the warrant:** using the HCS unsignalized intersection methodology it was determined that the eastbound shared lane capacity is 120 vph. The right-turn discount is 85% of the shared lane capacity, $120 \times 0.85 = 102$ right turns. The number of right turns included in the warrant would be $180 - 102 = 78$.
- Determine the minor approach ADT:** the minor street approach peak hour volume used in the warrant is $90 + 50 + 78 = 218$. Since the peak hour volume is 10% of the ADT, the minor approach ADT is $(218 / 0.10) = 2,180$.

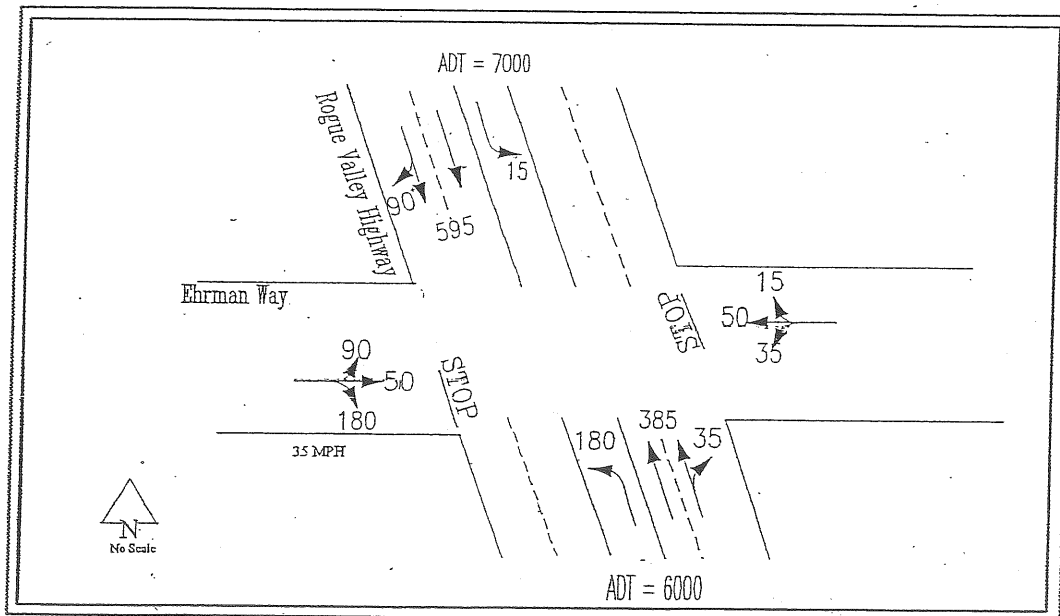


Figure 1

Oregon Department of Transportation Transportation Development Branch Transportation Planning Analysis Unit					
Preliminary Traffic Signal Warrant Analysis¹					
Major Street: Rogue Valley Highway			Minor Street: Ehrman Way		
Project: Ehrman Way			City/County: Medford		
Year: 1995			Alternative: No Build		
Preliminary Signal Warrant Volumes					
Number of approach lanes		ADT on major street approaching from both directions		ADT on minor street, highest approaching volume	
Major Street	Minor Street	Percent of standard warrants		percent of standard warrants	
		100	70	100	70
Case A: Minimum Vehicular Traffic					
1	1	8,850	6,200	2,650	1,850
2 or more	1	10,600	7,400	2,650	1,850
2 or more	2 or more	10,600	7,400	3,550	2,500
1	2 or more	8,850	6,200	3,550	2,500
Case B: Interruption of Continuous Traffic					
1	1	13,300	9,300	1,350	950
2 or more	1	15,900	11,100	1,350	950
2 or more	2 or more	15,900	11,100	1,750	1,250
1	2 or more	13,300	9,300	1,750	1,250
5.65% of the above ADT volumes is equal to the MUTCD vehicles per hour (vph)					
x	100 percent of standard warrants				
	70 percent of standard warrants ²				
Preliminary Signal Warrant Calculation					
	Street	Number of Lanes	Warrant Volumes	Approach Volumes	Warrant Met
Case A	Major	2+	10,600	13,000	N
	Minor	1	2,650	2,180	
Case B	Major	2+	15,900	13,000	N
	Minor	1	1,350	2,180	
Analyst and Date:			Reviewer and Date:		

Figure 2

¹ Meeting preliminary signal warrants does not guarantee that a signal will be installed. Before a signal can be installed a traffic signal investigation must be conducted or reviewed by the Region Traffic Manager. Traffic signal warrants must be met and the State Traffic Engineer's approval obtained before a traffic signal can be installed on a state highway.

² Used due to 85th percentile speed in excess of 40 mph or isolated community with population of less than 10,000.

Figure 2 shows the Preliminary Signal Warrant Analysis for example #1. The preliminary signal warrant is not met because the Minor Street ADT is less than the warrant volume in Case A and the Major Street ADT is less than the warrant volume in Case B.

Example # 2: Figure 3 shows a typical unsignalized intersection with a shared through-right lane on the eastbound, the peak hour volumes, the ADT volumes, and lane configurations. The peak hour volumes are 10% of the ADT. The 85th percentile speed is 35 mph and the intersection is located in a city with a population of 60,000.

- a) **Determining the number of right-turns to include in the warrant:** using the HCS unsignalized intersection methodology it was determined that the eastbound shared lane capacity is 277 vph. The right turn discount is 85% of the shared lane capacity, $0.85 \times 277 = 235$ right turns. The number of right turns included in the warrant is $180 - 235 = -55 = 0$ (if the number is less than or greater to zero, do not include any right turns in the warrant).
- b) **Determine the minor approach ADT:** the minor approach peak hour volume used in the warrant is $90 + 50 + 0 = 140$. Since the peak hour volume is 10% of the ADT, the minor approach ADT is $(140 / 0.10) = 1,400$.

Figure 4 shows a the Preliminary Signal Warrant Analysis for example #2. The warrant # 1 is not met since the Minor Street ADT is less than the Warrant Volume in Case A and the Major/Minor Street ADT's are both less than the warrant volumes in Case B.

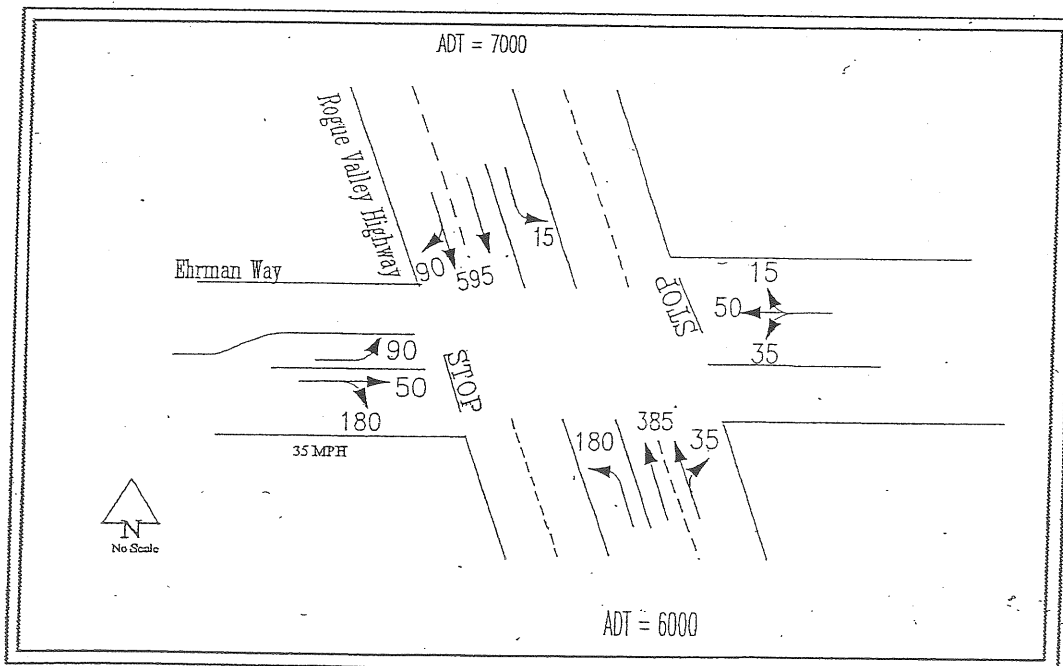


Figure 3

Oregon Department of Transportation Transportation Development Branch Transportation Planning Analysis Unit					
Preliminary Traffic Signal Warrant Analysis ¹					
Major Street: Rogue Valley Highway			Minor Street: Ehrman Way		
Project: Ehrman Way			City/County: Medford		
Year: 1995			Alternative: No Build		
Preliminary Signal Warrant Volumes					
Number of approach lanes		ADT on major street approaching from both directions		ADT on minor street, highest approaching volume	
Major Street	Minor Street	Percent of standard warrants		percent of standard warrants	
		100	70	100	70
Case A: Minimum Vehicular Traffic					
1	1	8,850	6,200	2,650	1,850
2 or more	1	10,600	7,400	2,650	1,850
2 or more	2 or more	10,600	7,400	3,550	2,500
1	2 or more	8,850	6,200	3,550	2,500
Case B: Interruption of Continuous Traffic					
1	1	13,300	9,300	1,350	950
2 or more	1	15,900	11,100	1,350	950
2 or more	2 or more	15,900	11,100	1,750	1,250
1	2 or more	13,300	9,300	1,750	1,250
5.65% of the above ADT volumes is equal to the MUTCD vehicles per hour (vph)					
x		100 percent of standard warrants			
		70 percent of standard warrants ²			
Preliminary Signal Warrant Calculation					
	Street	Number of Lanes	Warrant Volumes	Approach Volumes	Warrant Met
Case A	Major	2+	10,600	13,000	N
	Minor	2	3,550	1,400	
Case B	Major	2+	15,900	13,000	N
	Minor	2	1,750	1,400	
Analyst and Date:			Reviewer and Date:		

Figure 4

¹ Meeting preliminary signal warrants does not guarantee that a signal will be installed. Before a signal can be installed a traffic signal investigation must be conducted or reviewed by the Region Traffic Manager. Traffic signal warrants must be met and the State Traffic Engineer's approval obtained before a traffic signal can be installed on a state highway.

² Used due to 85th percentile speed in excess of 40 mph or isolated community with population of less than 10,000.

Example # 3: Figure 5 shows a typical unsignalized intersection with a separate right turn lane on the eastbound, the peak hour volumes, the ADT volumes, and lane configurations. . The peak hour volumes are 10% of the ADT. The 85th percentile speed is 35 mph and the intersection is located in a city with a population of 60,000.

- a) **Determining the number of right-turns to include in the warrant:** using the HCS unsignalized intersection methodology it was determined that the eastbound right turn lane capacity is 639 vph. The right turn discount is 85% of the shared lane capacity, $0.85 \times 639 = 543$ right turns. The number of right turns included in the warrant is $180 - 543 = -363 = 0$ (if the number is less than or greater to zero, do not include any right turns in the warrant).
- b) **Determine the minor approach ADT:** the minor approach peak hour volume used in the warrant is $90+50+0 = 140$. Since the peak hour volume is 10% of the ADT, the minor approach ADT is $(140 / 0.10) = 1,400$.

Figure 6 shows the Preliminary Signal Warrant Analysis for example #3. Warrant # 1 is not met since the Minor Street ADT is less than the Warrant Volume in Case A and the Major Street ADT is less than the warrant volume in Case B.

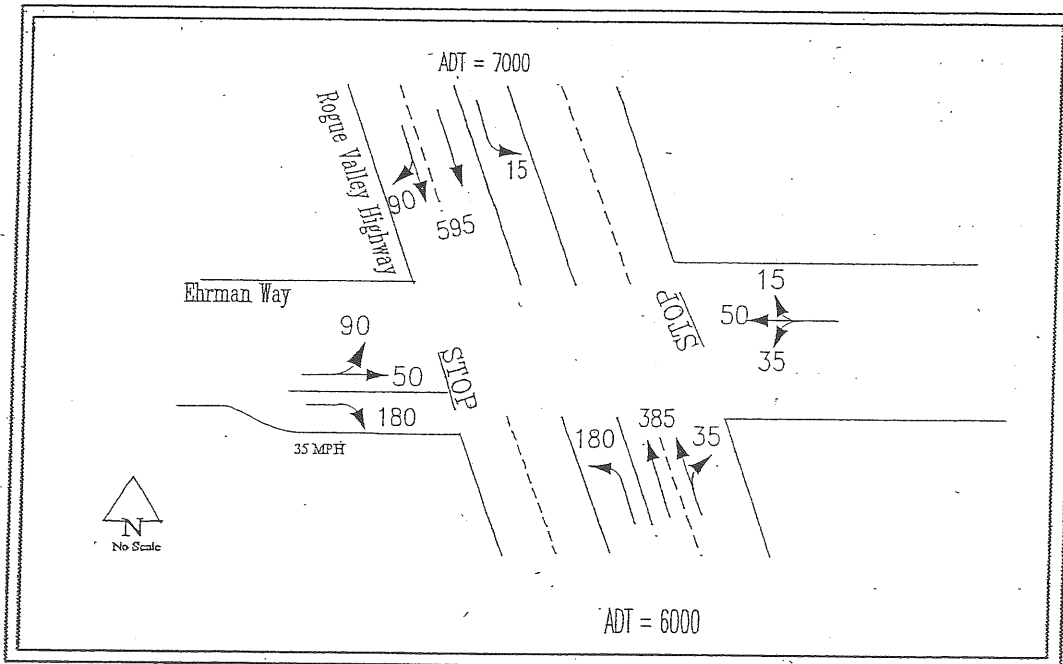


Figure 5

Oregon Department of Transportation Transportation Development Branch Transportation Planning Analysis Unit					
Preliminary Traffic Signal Warrant Analysis¹					
Major Street: Rogue Valley Highway			Minor Street: Ehrman Way		
Project: Ehrman Way			City/County: Medford		
Year: 1995			Alternative: No Build		
Preliminary Signal Warrant Volumes					
Number of approach lanes		ADT on major street approaching from both directions		ADT on minor street, highest approaching volume	
Major Street	Minor Street	Percent of standard warrants		percent of standard warrants	
		100	70	100	70
Case A: Minimum Vehicular Traffic					
1	1	8,850	6,200	2,650	1,850
2 or more	1	10,600	7,400	2,650	1,850
2 or more	2 or more	10,600	7,400	3,550	2,500
1	2 or more	8,850	6,200	3,550	2,500
Case B: Interruption of Continuous Traffic					
1	1	13,300	9,300	1,350	950
2 or more	1	15,900	11,100	1,350	950
2 or more	2 or more	15,900	11,100	1,750	1,250
1	2 or more	13,300	9,300	1,750	1,250
5.65% of the above ADT volumes is equal to the MUTCD vehicles per hour (vph)					
x	100 percent of standard warrants				
	70 percent of standard warrants ²				
Preliminary Signal Warrant Calculation					
	Street	Number of Lanes	Warrant Volumes	Approach Volumes	Warrant Met
Case A	Major	2+	10,600	13,000	N
	Minor	1	2,650	1,400	
Case B	Major	2+	15,900	13,000	N
	Minor	1	1,350	1,400	
Analyst and Date:			Reviewer and Date:		

Figure 6

¹ Meeting preliminary signal warrants does not guarantee that a signal will be installed. Before a signal can be installed a traffic signal investigation must be conducted or reviewed by the Region Traffic Manager. Traffic signal warrants must be met and the State Traffic Engineer's approval obtained before a traffic signal can be installed on a state highway.

² Used due to 85th percentile speed in excess of 40 mph or isolated community with population of less than 10,000.

Information for Narrative:

The following statement should be included in the Analysis Methodology section of the Narrative: The Transportation Planning Analysis Unit (TPAU) uses Signal Warrants 1, Case A and Case B (Manual on Uniform Traffic Control Devices) which deal primarily with high volumes on the intersecting minor street, and high volumes on the major-street. Meeting preliminary signal warrants does not guarantee that a signal will be installed. Before a signal can be installed a field warrant analysis is conducted by the Region. If warrants are met, the ODOT Traffic Management Section will make the final decision on the installation of a signal.

Resources

- Manual on Uniform Traffic Control Devices, Section 4C.
- 1999 Traffic Signal Guidelines, ODOT Traffic Management Section (see appendix A)
- OAR 734-020

Conclusion:

The Transportation Planning Analysis Unit (TPAU) uses Signal Warrants 1, Case A and Case B; found in the Millennium Edition of the Manual on Uniform Traffic Control Devices. This traffic signal warrant deals primarily with high volumes on the intersecting minor street, and high volumes on the major-street. Meeting preliminary signal warrants does not guarantee that a signal will be installed. Before a signal can be installed, a field warrant analysis is conducted by the Region. If warrants are met, the ODOT Traffic Management Section will make the final decision on the installation of a signal.

May 5, 2006

Mr. Drew Swenson
Riverwalk, LLC
2 Market Street, Suite 500
Portland, Maine 04101

RE: Longfellow Residence and Retail, Ocean Gateway Garage, and 25 India Street Office projects

CBL:19-A-001, 19-A-014, 20-C-023, 20-C-009

Dear Mr. Swenson:

On April 25, 2006, the Portland Planning Board voted on the following motions

A. Traffic Movement Permit (approved, 6 to 0, Silk absent)

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

- i. The applicant shall contribute \$8,100.00 to the implementation of possible future improvements (including signalization) at the Middle Street/India Street intersection. The monetary contribution shall be placed in an escrow account to be applied to unspecified future transportation improvements at the subject intersection. If the escrow money is not used within ten years of the escrow agreement date, the money shall be returned to the applicant.*
- ii. The applicant shall conduct all work necessary for the installation of a multi-way stop controlled intersection at the Middle Street/India Street intersection prior to occupancy. Plans for the installation of subject improvements shall be reviewed by the City prior to implementation.*
- iii. The applicant shall contribute \$5,000.00 to the partial-funding of a post-occupancy traffic monitoring study for the eastern promenade area of the City.*

B. Subdivision (approved, 6 to 0, Silk absent)

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 recording plats (for both northerly and southerly blocks) for Planning Board signature prior to issuance of a building permit.*

C. Waivers (approved, 6 to 0, Silk absent)

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 Design Standards and Guidelines (Section V.B) for stormwater quantity, subject to the following condition of approval:

- i. That the applicant shall design and fund a stormwater bypass at the Ocean Gateway stormwater quality unit to mitigate increased flow through the City stormwater system resulting from the subject project. The design of the bypass shall be presented to the Public Works Department for review and approval prior to issuance of the building permit.*

2. Lighting Standard

The Planning Board finds that the non-cutoff decorative lighting fixtures proposed by the applicant (namely, S8, S9, S10, S11, and S12 in the lighting submission dated 4-11-06) will not cause undue glare or light trespass, and therefore waives the Technical Design Standards and Guidelines (Section XV.3), specifically the full cutoff requirement for these fixtures in the locations shown on the submitted lighting plan.

D. Site Plan (approved, 6 to 0, Silk absent)

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. That any additional signage be provided for Planning, Zoning and Historic*

Preservation staff review and approval, as applicable.

- ii. *The long-term landscape plan for the lot at the corner of Middle Street and Hancock Street, as shown in attachment C, shall be constructed as shown prior to final release of the project performance guarantee if no alternative development application has been approved by the City.*
- iii. *Materials and construction details, including but not limited to paving and tree grate choices, for both short and long-term landscape plans shall be submitted to the Planning Authority and City Arborist for review and approval prior to issuance of a building permit.*
- iv. *The applicant shall submit a revised lighting plan for the roof of the garage showing reduced illumination levels consistent with City Lighting Standards. The applicant shall also provide lighting details for the lower decks of the garage for review and approval of the Planning Authority.*
- v. *The applicant shall submit a revised utility plan showing, limits of work and trench details for India Street utility work, and underground electrical/telephone/cable connections to Public Works for review and approval prior to issuance of a building permit.*
- vi. *The applicant shall revise the valet area along the Commercial Street extension to show a straight curb line and sidewalk within the City right of way.*
- vii. *The applicant shall provide rendering of the Fore Street (northerly) elevation of the southerly block for staff review. The design treatment of the service doors to the loading and parking areas shall be evaluated and the applicant shall work with Planning staff on the final treatment of these doors in order to enhance the pedestrian experience on Fore Street.*
- viii. *Material samples for the 25 India Street office building shall be provided, and the final selection of this mix of materials be reviewed and approved by the Planning staff.*
- ix. *That the applicant provide revised plans for the review and approval of the Planning staff showing changes to the massing of the rooftop mechanicals to bring the principal mass and height of these elements over the Fore Street frontage of the new construction, stepping them down symmetrically on the wings.*
- x. *That the applicant receives a license from the City for any portion of the*

structure projecting into or over any City right of way prior to issuance of a building permit.

- xi. That the applicant provides the basis for building height calculations to the Zoning Administrator prior to issuance of a building permit.*
- xii. That the applicant provides to the Zoning Administrator the timeframe within which the retail phase of the parking garage along Fore Street shall be constructed prior to issuance of a building permit.*

E. Ocean Gateway Site Plan Amendment (approved, 6 to 0, Silk absent)

The Planning Board finds that the removal of the lot at the corner of the Commercial Street and Hancock Street extensions from the Ocean Gateway site plan, to be transferred to Riverwalk, LLC, et al., and site improvements shown on Attachment E of Planning Board Report #26-06, are in conformance with the Site Plan Standards of the Land Use Code.

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 #26-06, 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.)

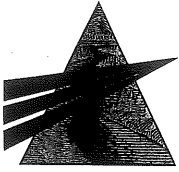
The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete 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,

Kevin Beal, Chair
Portland Planning Board

cc: Lee D. Urban, Planning and Development Department Director
Larry Mead, Assistant City Manager
Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
Bill Needelman, Senior Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Inspections Division
Michael Bobinsky, Public Works Director
Traffic Division
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Greg Cass, Fire Prevention
Assessor's Office
Approval Letter File



March 13, 2006

Jay Clement
U.S. Army Corps of Engineers
Maine Project Office
RR 2 Box 1855
Manchester, ME 04351

Re: MDOT and City of Portland Ocean Gateway Site Location of Development and NRPA Permits
Permit #'s: L-7866-26-E-N & L-7866-4E-F-N

Dear Jay:

As discussed earlier today, we understand you may not have received the complete narrative associated with the Site Law/NRPA Permit Modification request provided to MaineDEP Project Analyst Dawn Hallowell, dated February 23, 2006. What follows is an excerpt out of that correspondence, with some clarifications, specifically relating to Finding 20. Also, we are enclosing attachments that depict the pile supports and foundation for the Receiving Station (Figure S100R), Figure 5.1d representing the Site Plan in the impact area, and updated Table 7-2 Structure Areas. We do understand that you have all the information necessary to review the impacts of the Removal of the 1.06 acre City parcel as well as the CBITD Gate 4 Improvements.

Finding 20 WETLAND IMPACTS:

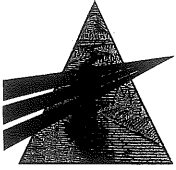
Removal of 1.06 Acre City Parcel

There are no wetlands on, or adjacent to, the parcel to be removed from the site. Removal of the subject parcel from the Ocean Gateway development will not change this finding.

Addition of Gate 4

Gate 4 at Casco Bay Island Transit District is proposed to be constructed within the Coastal Wetland as a pile supported structure. This gate is a water dependent use required to transfer passengers and vehicles from the fixed pier to a vessel, with no practicable alternative. To construct the new gate, a portion of the Maine State Pier's deck and pile support system will be demolished. A total of ten (10) 12" diameter timber piles will be demolished, including six (6) vertical piles, one (1) battered pile and three (3) fender piles. These piles will either be pulled or cut off below the mudline. The new Gate 4 will be structurally supported on two (2) 14" diameter steel pipe piles within the coastal wetland, and two (2) 8" diameter steel pipe piles or H-pile landside of the existing seawall. The gate will consist of a 10' x 35' prestressed concrete deck, mostly water side of the existing sea wall and entirely within the footprint of the existing Maine State Pier. In addition, two (2) 12" diameter timber fender piles will be installed on either side of the gate span.

The piles scheduled for demolition represent a total of 8 square feet within the Coastal Wetland; the new piles represent a total of 4 square feet within the Coastal Wetland. There is no expansion of over-water coverage as a result of Gate 4; construction is within the footprint of the existing fixed pier.



Jay Clement, U.S. ACOE
March 13, 2006
Page 2 of 3

Shift of Receiving Station

The shift of the Receiving Station at the Ocean Gateway Marine Passenger Terminal results in construction over and within the coastal wetland. This building is a water dependent use and its location is required to be proximate to the passengers of the service, and has no practicable alternative. The additional area of over water construction due to the shift of the Receiving Station is 500 square feet. In addition, six (6) 24-inch diameter pipe piles are proposed within the coastal wetland and results in 18 square feet of additional pile within the coastal wetland.

Summary

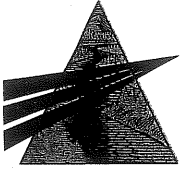
Several value engineering design changes on the proposed Pier A and the Roll On /Roll Off Vehicle Bridge have resulted in reduced pile sizes, which effectively reduce the pile area within the coastal wetland. With the addition of Gate 4 and the shift of the Receiving Station, the result of these design alterations is a net increase in the area of over water structures and a net increase of pile area within the coastal wetland from those numbers listed within the NRPA permit.

The NRPA permit for the site (L-7866-26-E-N and L-7866-E-F-N) dated August 20, 2004 states:

“The applicants propose to fill 210 square feet of coastal wetland in order to install riprap around two new stormwater outfall pipes. They also propose to alter an additional 29,000 square feet of coastal wetland for the construction of over-water structures including, pile supported piers, the roll on/off bridge, catwalks and dolphins...The piles necessary to support the over-water structures will occupy approximately 298 square feet of coastal wetland.”

The Ocean Gateway project still proposes to fill 210 square feet of coastal wetland in order to install riprap around two new stormwater outfall pipes, which is in compliance with the NRPA permit. The 29,000 square feet of new area over the coastal wetland, however, is no longer valid. Due to the shift of the Receiving Station, the total area of new structures over the coastal wetland is 29,500 square feet. The 240 square feet of new Gate 4 deck is entirely within the existing footprint of the Maine State Pier, therefore has not been counted as new area over the coastal wetland.

With regard to piles within the coastal wetland and as previously stated, design changes have resulted in pile size reductions at Pier A and at the Roll On/Roll Off Vehicle Bridge. The reduced pile sizes at Pier A and at the Roll On/Roll Off Vehicle Bridge result in a decrease of 28.2 square feet from the value stated in the permit. The Gate 4 Improvements project results in a decrease of structure area of 4.1 square feet. The Receiving Station relocation results in an increase in structure area of 18.9 square feet. The total result of these activities is a net decrease in structure (pile) area within the coastal wetland is a decrease of 13.5 square feet, for a total of 284.5 square feet of pile within the coastal wetland.



WOODARD & CURRAN
Engineering • Science • Operations

Jay Clement, U.S. ACOE

March 13, 2006

Page 3 of 3

We appreciate you working with us, MaineDOT, and the City of Portland as we continue to make great strides on the Ocean Gateway project. Please give me or David Sensus a call if you need additional information, or have any questions about this request for review of our modification Application for Site Location of Development and NRPA permit for the Ocean Gateway project in Portland.

Sincerely,

WOODARD & CURRAN INC.

Barry Sheff, P.E.
Project Manager

BSS/bss

203555.04/203438

Enclosure(s)

cc: Paul Pottle, MaineDOT
Ben Condon, MaineDOT
Dawn Hallowell, Maine DEP
Jeff Monroe, City of Portland, Department of Ports and Transportation
William Needelman, City of Portland, Department of Planning & Development
Drew Swenson, Riverwalk, LLC

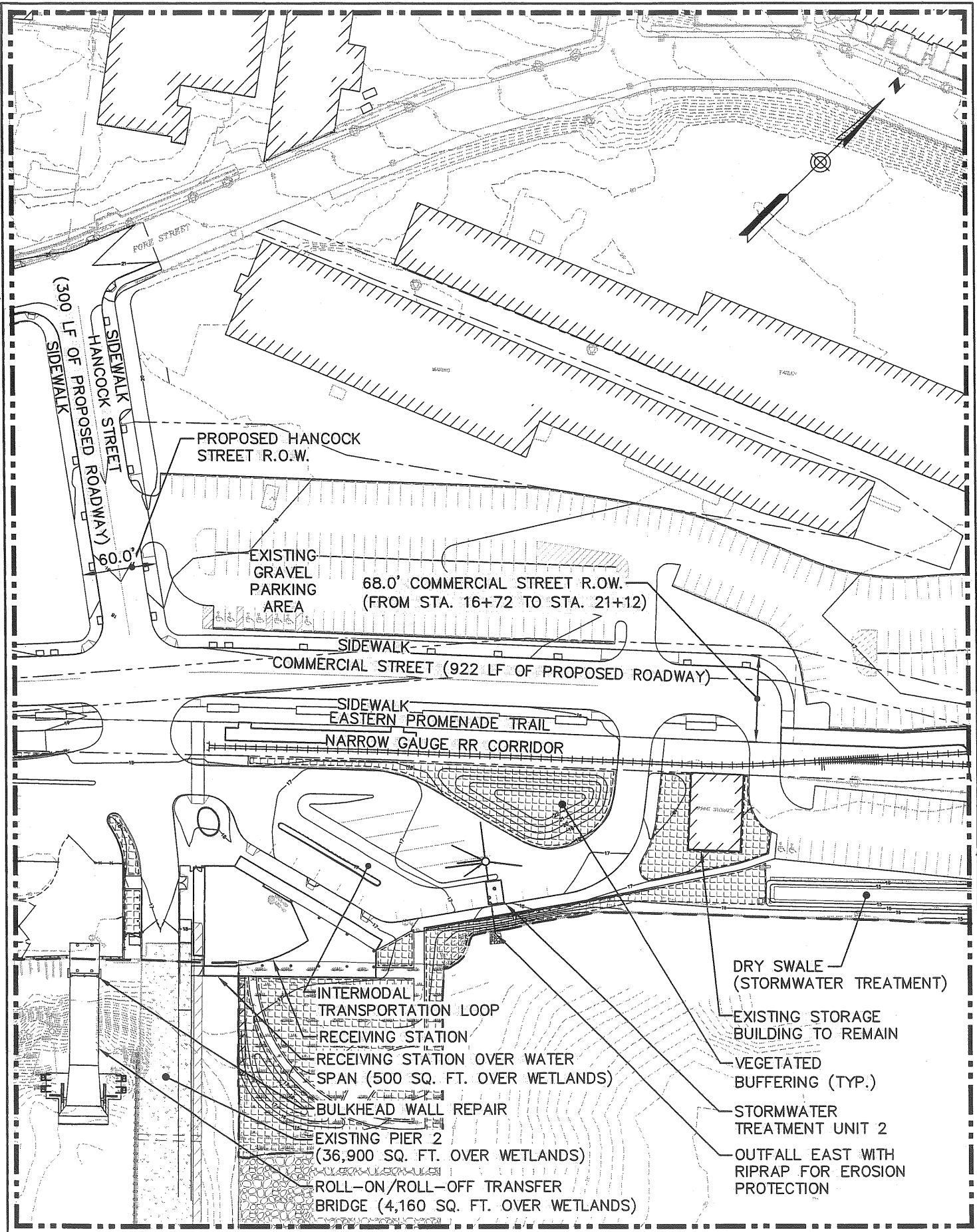
OCEAN GATEWAY
ESTIMATE OF PILE AREAS

Table 7-2 Structure Areas

<u>Component</u>	<u>Number of Piles</u>	<u>Diameter of Pile (inches)</u>	<u>Structure Area</u>	<u>Cummulative Area</u>	<u>Comment</u>
Roll-On Roll-Off Ramp	11	24	35 ft ²	35 ft ²	
RO-RO VAAP 14	-7	24	-22 ft²	13 ft²	
RO-RO VAAP 14	8	16	11 ft²	24 ft²	Decr. 11 SF
Remove Existing Piles (see Note 2)	-114	15	-140 ft ²	-116 ft ²	
Pier 2 Fender System	25	30	123 ft ²	7 ft ²	
Dock A	40	24	126 ft ²	132 ft ²	
Pier A VAAP 9	-10	24	-31 ft²	101 ft²	
Pier A VAAP 9	10	16	14 ft²	115 ft²	Decr. 17 SF
Fenders (2) at Existing Platform #2	12	18	21 ft ²	136 ft ²	See Note 3
Breasting Dolphins (3)	9	30	44 ft ²	180 ft ²	
	18	18	32 ft ²	212 ft ²	
Mooring Dolphins (2)	6	24	19 ft ²	231 ft ²	
Piers B and C	6	24	19 ft ²	250 ft ²	
Floating Dock	4	30	20 ft ²	269 ft ²	
Gate 4	-10	12	-8 ft²	261 ft²	See Note 4
Gate 4	2	14	2 ft²	264 ft²	See Note 4
Gate 4	2	12	2 ft²	265 ft²	See Note 4, Decr. 4 SF
Receiving Station VAAP 20.1	6	24	19 ft²	284 ft²	Incr. 19 SF

Notes:

1. Quantities based upon 95% Submittal Drawings, dated July 30, 2004.
2. Field count by W&C on 11/11/03 of existing fender piles (to the extent visible).
3. Assumes the use of driven fender piles as opposed to hanging fenders, to be discussed further.
4. Gate 4 Improvements includes removal of existing piles and fixed pier, and install ramp and fenders.



PROPOSED SITE PLAN

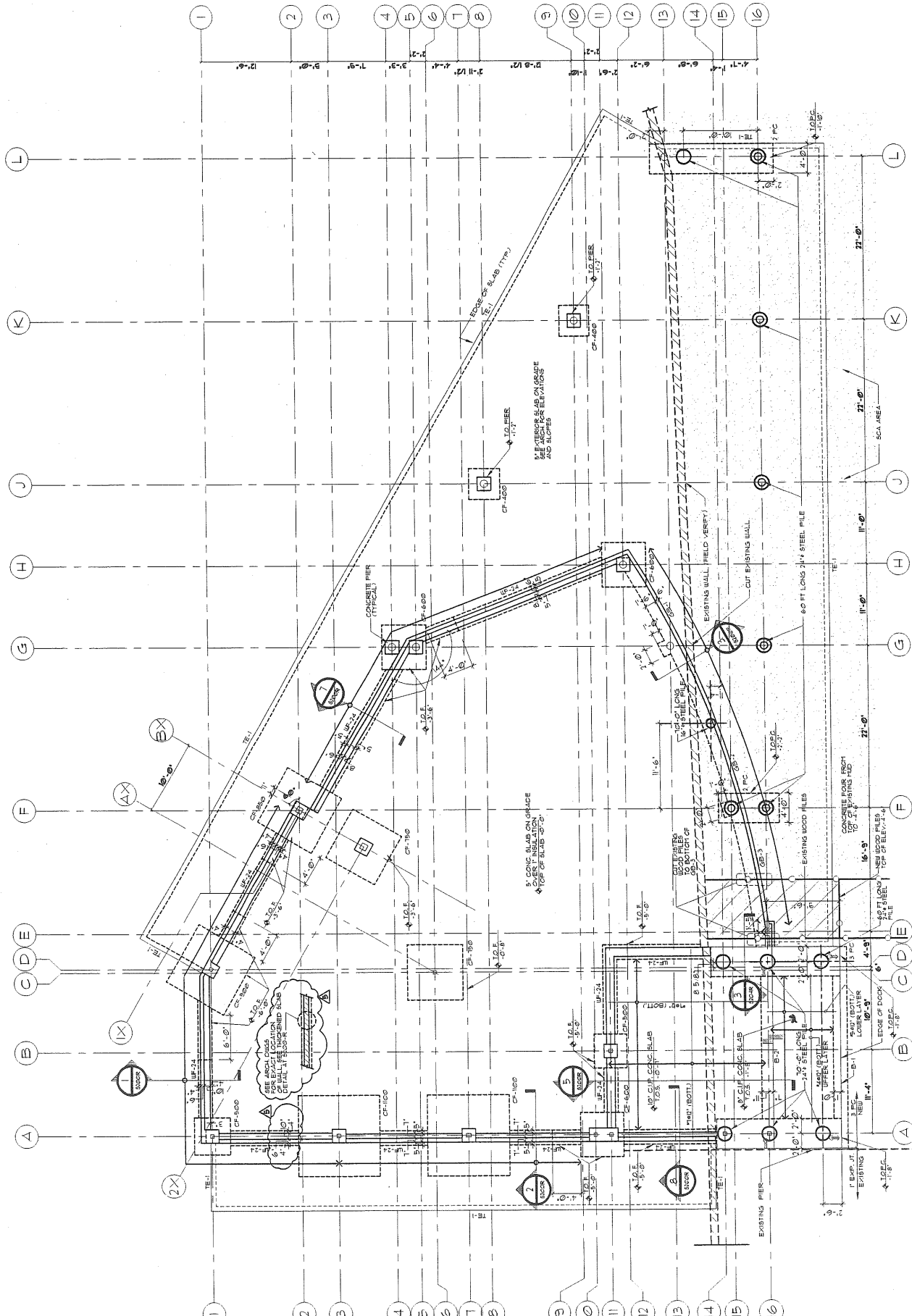
DESIGNED BY: GAS/JEP
 CHECKED BY: BSE
 DRAWN BY: JEP
 20343811-006.sq.dwg

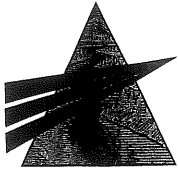
CITY OF PORTLAND AND MAINE
 DEPARTMENT OF TRANSPORTATION

OCEAN GATEWAY

JOB NO. 203438.12
 DATE: FEBRUARY 2006
 SCALE: 1" = 100'

Figure 5.1d





March 14, 2006

Bill Needelman
City of Portland
389 Congress Street
Portland, ME 04101

Re: The Longfellow at Ocean Gateway
Major Site Plan Review - Additional Information

Dear Bill:

On behalf of Riverwalk, LLC, we are submitting 9 copies of additional information in support of the Major Site Plan and Subdivision Application for The Longfellow at Ocean Gateway, originally submitted December 16, 2005, to be used in Planning Board review. These documents were prepared in accordance with Chapter 14, Land Use, of the Code of Ordinances of the City of Portland, Maine, and meet the applicable sections of the City of Portland, Maine Technical and Design Standards and Guidelines adopted September 1987, last amended March 2000. In addition, these documents address the project's compliance with Portland's Eastern Waterfront Master Plan and Design Guidelines, dated June 3, 2002. The additional information that follows has been organized by section within the Application.

Table of Contents

A revised Table of Contents has been included with this letter. Please replace the Table of Contents (Pages i – iv) in the Application binder with the revised Table of Contents attached.

Section 1 – Development Description

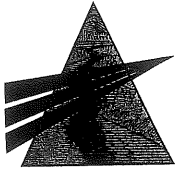
Section 1.4.3 – Longfellow Garage: The name for the parking garage referred to in the Application as “The Longfellow Garage” has recently been changed after conversations between the developer and the City of Portland. The new name for the structure will be “The Ocean Gateway Garage”. Please note that references to “The Longfellow Garage” in the Application shall now be referred to as “The Ocean Gateway Garage”.

Section 1.5 – Attachments:

Carroll Associates has revised the Landscaping Plan that was provided as an amendment to the application on December 27, 2005. The revised plan has been separated out into two plan sheets for clarity. Please replace the Landscaping Plan, L-1.0, with the three enclosed Landscaping Plans, L-1.1, L-1.2 and L1.3, within the attachments binder (Attachment A) of the application.

The Architectural Team has prepared full size plans (24” x 36”) displaying Elevations of the Longfellow Residences and Retail Building and the Grand Trunk building, along with reduced size (11” x 17”) revised floor plans, elevations and renderings.

- The six full size elevations (AE.1-AE.6) should be added within the attachments binder (Attachment A) of the Application.
- The fourteen reduced size (11” x 17”), revised title sheet and floor plans should replace the set dated December 16, 2005 within attachments binder (Attachment A) of the Application.



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March 14, 2006
Page 2

- The fifteen reduced size (11" x 17) elevations, sections and renderings should be added to the attachments binder (Attachment A) of the Application.

Scott Simons Architects has prepared full size plans (24" x 36") displaying Elevations of the Ocean Gateway Garage and the 25 India Street Office and Retail building, along with reduced size (11"x17") elevations and renderings.

- The four full size elevations (A201 Offices, A201 Garage, A202 Garage & A903 Garage Retail) should replace the respective elevations dated November 30, 2005 in the attachments binder (Attachment A) of the Application.
- The four reduced size (11" x 17") elevations (A201 Offices, A201 Garage, A202 Garage & A903 Garage Retail) should be added to the attachments binder (Attachment A) of the Application.
- The ten reduced size (11" x 17"), color renderings should be added to the attachments binder (Attachment A) of the Application.

A photometric plan for The Ocean Gateway Garage has been developed and is attached to this letter. Please add this plan to attachments binder (Attachment A) of the Application.

Section 5 – Off Site Facilities

Section 5.3.3 – Attachments: A Traffic Impact Study, dated March 2006, has been completed for The Longfellow at Ocean Gateway by Gorrill-Palmer Consulting Engineers, Inc. Copies of this Traffic Impact Study are included with this letter. Please add a copy of the Traffic Impact Study to the end of Section 5 of the Application.

Section 11 – Environmental and Historical Considerations

Section 11.2 – Wildlife and Fisheries: Woodard & Curran is in receipt of a letter from the Department of Inland Fisheries and Wildlife, who has conducted their review of the project and determined that there are no known essential or significant wildlife habitats, nor any documented occurrences of rare, threatened or endangered species at or adjacent to this property. The Department concludes that, considering the current extent to urban development, the project would have minimal impact on regional wildlife resources and management goals.

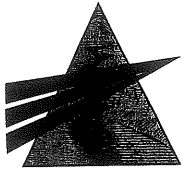
Section 11.2.1 – Wildlife and Fisheries Attachments:

Letter from the Department of Inland Fisheries and Wildlife to Woodard & Curran, dated January 13, 2006, reviewing the project for Significant Habitat and Rare, Threatened or Endangered Species

Please insert the enclosed letter response at the end of Section 11 of the Application.

Section 15 – Conformance with the Master Plan for Redevelopment of the Eastern Waterfront and Design Guidelines for the Eastern Waterfront

To assist the Planning Board in reviewing the project, enclosed is an additional section to be added to the Application as Section -15 - Conformance with the Master Plan for Redevelopment of the Eastern Waterfront and Design Guidelines for the Eastern Waterfront. This section addresses each of the applicable development consideration and challenges identified in the Master Plan and each of the design



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March 14, 2006
Page 3

guidelines identified in the Design Guidelines document. Please insert the enclosed section at the end of the Application as Section 15.

Comments and Responses – Planning Board & Public

In addition to the above mentioned supporting information, Riverwalk, LLC and its design team has received a number of comments regarding the design of the project; these originate from the February 7, 2006 Workshop, as well as during other presentations of the project to neighborhood associations. With regard to comments received to date from the Planning Board and the Public, we have listed each comment as we understand it with a corresponding response.

Comment: How are the eastern waterfront design guidelines applicable to the Longfellow at Ocean Gateway development, particularly the Longfellow parking facility which is to be developed in the B-5b zoning district?

Response: The eastern waterfront design guidelines apply to the B-5b zone for the Ocean Gateway Garage only in a manner consistent with the new B-6 zoning district language. The Ocean Gateway Garage design presented to the Planning Board fully meets the spirit, intent and technical requirements of the B-5b and B-6 zones, eastern waterfront master plan and the design guidelines related thereto

To understand how the eastern waterfront design guidelines apply requires a brief discussion of the language of the B-5b zone and history of the guidelines and B-6 zone.

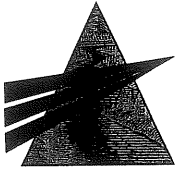
The Longfellow Parking Garage will be sited wholly within the City's B-5b Zone, which was created in 2005 based on the old B-5 zone language. Very few changes were made to the language of the old B-5 zone. Within the B-5b zoning district, "off street parking and garages" are permitted uses pursuant to section 14-230.1(a)(13).

With respect to the dimensional requirements for parking garages in the B-5b Zone, Section 14-230.4(3)(a) specifically provides that except "in the B-5 zoning district located between Forest Avenue and Franklin Street," there are no maximum or minimum street setbacks, lot sizes or frontages.

Under section 14-230.4(f), the maximum building height is 65 feet, within which height the garage has stayed. Section 14-230.4(g) specifically provides that there are no minimum building heights for parking structures. Finally, there is nothing in the B-5b zone language that requires any retail, commercial or other active, non-parking use along the street frontage of parking facilities.

The eastern waterfront design guidelines were promulgated in January 2002. The guidelines generally apply as 1) an evaluative framework for this project and 2) *as a basis on which future zone changes were to be made* {emphasis added}. Both of such applications of the guidelines were frequently discussed between Riverwalk and the City during 1) the two and a half years of the Longfellow's RFP process and 2) during the creation of the B-6 zone language.

Among other things directed at parking facilities, the guidelines clearly express a goal for a parking facility to possess active uses and streetscapes to a level of two stories on primary streets and one story on



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secondary streets. The goal was expressed in plain terms but, as with all other aspects of the guidelines, this goal ignored the impact of such things as zone allowed setbacks, grade changes, economic or practical limitations etc.

We believe the Ocean Gateway Garage has been designed to fully meet the design guidelines in all respects other than the active use streetscapes, but such active use guidelines were modified in their application to the garage. The accepted reason they do not meet the active streetscape guidelines is set forth in greater detail below.

Although the active use streetscapes within the guidelines met the goals of the master plan, when we, parking engineers and the City staff applied them to multi-story parking structures, the economic, operating and construction limitations related to such active use streetscapes became readily evident. That recognition by the City caused them to immediately re-write the B-6 zone language, a zone that covers the balance of the eastern waterfront, all of which is subject to the same guidelines.

In its new B-6 zone created and adopted in 2004 and revised again in January 2006, the city recognizes in describing the purpose of the B-6 zone in section 14-268 that "...the zone promotes a range of uses.....and shared use of parking infrastructure as recommended in the eastern waterfront master plan...."

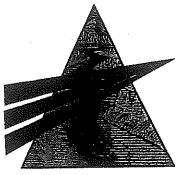
The new B-6 Zone allows structured parking facilities as a conditional use under section 14-270(b). More importantly, however, even with the guidance provided by the master plan and design guidelines, the new B-6 Zone did not fully adopt the design guidelines related to parking structures and only requires first floor retail therein. And yet, the rules also provide multiple waiver provisions to this first floor rule. The waiver provisions recognize the many economic, construction and practical limitations to creating active uses in front of, within or surrounding a multi-level parking structure.

Throughout the RFP process and our team's long involvement with the City, Riverwalk and its engineers were actively involved in the development of these rules, and wavier provisions, in light of our knowledge of what this could mean for the Ocean Gateway Garage and other parking garage development in the new B-6 zone. We related our concerns to the city staff and city council, and they understood and incorporated such realities into the new zone language.

We would note, that the City expressly did not change the B-5b zone to include the B-6 concepts, because 1) to do so would have changed too many areas of the city subject to such B-5b zone and 2) the City planning staff agreed to apply the eastern waterfront design guidelines to the Ocean Gateway Garage in a manner consistent with the new B-6 zone without the necessity of seeking the waivers required by the B-6 zone language. In other words, the City staff agreed to apply a slightly more rigorous standard to the B-5b zone, but certainly not higher than the B-6 standards.

The following will help illustrate some of the substantial difficulties of applying the original guidelines to parking facilities.

Structured parking has completely different floor plate heights than retail, commercial or residential uses. Moreover, such active uses have completely separate security and safety needs. Accordingly, the



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elevators and stair towers of a parking facility cannot also be used in the active uses suggested by the design guidelines. The cost to create two more stair towers in the active retail use and an additional elevator tower were immediately recognized as prohibitive.

The addition of active uses abutting or above the first floor was recognized as requiring the addition of firewalls, ventilation and fire suppression systems on all the decks affected by such use at prohibitive additional costs.

The enclosure of a parking structure by active uses makes it far less open, naturally lit, safe and secure for the public. The public, professional and engineering feedback and empirical evidence from other parking facilities is that parking structure usage is greatly reduced (to the permanent harm of the garage and redevelopment of the area) when the facility becomes diminished by these four key operating criteria.

The size of development parcels in this type of an urban area is limited. Consequently, multi-story liner buildings are almost always non-economic and heavily subsidized by the municipality.

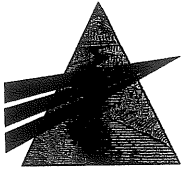
Although there were other limiting factors discussed, these are the primary ones that City staff and the City Council recognized when drafting and adopting the B-6 language.

In short, the City recognized that the aspirational design guidelines for the eastern waterfront were not practical or workable in all respects when applied to multi-story parking facilities. As a result, the B-6 language was drafted with less rigorous requirements and multiple, reasonable waiver provisions. In point of fact and as noted earlier, the B-6 language was written in express recognition of the difficulties that the Ocean Gateway Garage would face if the design guidelines were applied to it during the permitting process.

Put another way, during the 2 and a half years of the RFP process, it was expressly stated and understood that although the B-6 zone would not apply to the Ocean Gateway Garage, because it is sited in the B-5b zone, the application of the eastern waterfront design guidelines would only be applied to the garage in a manner consistent with the new B-6 zone language.

As a result, there was to be no active use along Middle Street because of the setbacks from the street, no active use along upper Hancock Street extension because of the material grade change, and only a one story future retail storefront along Fore Street to be constructed "no later than full leasing of all retail spaces on the Property," as provided in the Purchase and Sale Agreement, section 9(c) thereof.

We would note that despite the maximum one-story height in the B-6 language, Riverwalk has offered and intends to develop the retail storefronts along Fore Street in an architectural and aesthetic manner that exceeds the one story retail requirement. Riverwalk will create a two story exterior façade that appears from the exterior to be architecturally two floors, but which on the interior is cathedral ceiling space. The second floor component of this cathedral space will not attach to the second floor area of the garage, but rather will gradually slope towards the ceiling of the first deck of the garage. This design creates a higher quality streetscape experience, but at the same time will not require a second floor fire wall, fire suppression or ventilation system. A first floor fire wall, fire suppression system and ventilation system



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will all be required when this retail space is built and all the utilities for such systems will be stubbed in during the initial construction of the garage.

In summary, the design presented to the Planning Board fully meets the spirit, intent and technical requirements of the B-5b and B-6 zones, eastern waterfront master plan and the design guidelines related thereto.

Comment: Provide an overlay of the Ocean Gateway and Longfellow site plans so planning board can see how they interrelate, particularly is it relates to pedestrian use.

Response: *This figure shall be presented to the Board at the next workshop.*

Comment: Clarify the standards applicable to this development, how those standards apply to this development and how the development meets them.

Response: *Included with this letter is a newly drafted Section 15 of Site Plan Application, entitled Section 15 – Conformance with the Master Plan for Redevelopment of the Eastern Waterfront and Design Guidelines for the Eastern Waterfront. In addition, we have been working with Planning Staff to clearly identify the project's conformance with the Site Plan Standards and have provided a narrative for Planning Staff for use in preparing the Planning Board Report.*

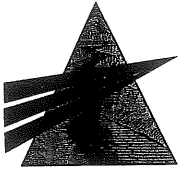
Comment: There is concern about losing the view of the Grand Trunk office building as one proceeds south on India Street.

Response: *The B-6 zone has a maximum 10' street line setback that will impact the view of the Grand Trunk office building; therefore, the project, in keeping in conformance with the zoning requirement, will limit the view of this building. The project does, however, seek to both preserve and enhance the Grand Trunk building façade.*

The project has undergone several recent changes to the originally proposed India Street townhouse wall to create a strong and new street wall along India Street. The Grand Trunk building will continue to have a prominent visible presence from the Commercial Street direction as well as from the Ocean Gateway site. The project seeks to maintain the visible presence of Casco Bay and the Fore River when evaluating the view corridor as seen looking down India Street. Streetscape renderings shall be presented to the Board at the next workshop, which will allow the Board and the public to achieve an idea of the future view corridor in this area.

Comment: Contact owner of the Micucci parcels to determine if an easement can be obtained for access to the service corridor between the office building and parking facility, and determine if access from this direction is feasible from a traffic flow and turning radius standpoint.

Response: *Mr. Bruce Micucci was contacted on February 23, 2006 by Riverwalk, LLC. After some discussion, Mr. Micucci stated that for many reasons, the Micucci family is not interested in this alternative in any manner. Even if the Micucci family had been interested in this proposal, both the Micuccis and the applicant, Riverwalk, LLC, do not think the access to the alley from the Micucci site is a good idea for the following reasons.*



Att. 1a, 7

Bill Needelman, City of Portland
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Page 7

- Access to the alley will be more difficult backing up through the Micucci parking lot and turning, especially if the lot is full of cars
- Micucci will not grant a long term easement because it would eliminate the opportunity for them to build out their lot
- Access from the Micucci lot is about 4'-6" higher in elevation than the lower floor level. This would present an issue with regard to the change in grade.
- If the project did construct a Micucci side access there would still be the need for 10'-0" clear between the buildings.

In this case, the project has proposed to add an architecturally appealing fence and/or gate at the sidewalk edge to hide the alley from the street. There would be a large gate for the trucks and a smaller door for pedestrians exiting from the fire stair.

Comment: Provide images with far greater detail of building materials and views of the buildings from all sides.

Response: The project team has prepared elevations and renderings from multiple views that include a greater level of detail with regard to building materials. These graphics have been attached with this letter and will be presented along with material boards at the next workshop.

Comment: Provide images of streetscapes from all views to reflect pedestrian experience, human scale of development and consistency with master plan.

Response: Graphics displaying streetscapes along Hancock, Fore, India, and Commercial Street extension have been attached with this letter.

Comment: Provide calculation of parking utilization for the project with count of surplus spaces.

Response: Section 5 of the Application package (dated December 16, 2005) included a narrative regarding parking utilization. Additionally, parking utilization has been addressed within the Traffic Impact Study, dated March 10, 2006, attached to this letter. Please append the Traffic Impact Study to the Site Plan Application.

Comment: Contact Portland Metro regarding mass transit and its potential uses at the site.

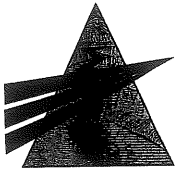
Response: The developer, Riverwalk, LLC, contacted Peter Cavanaugh at Portland Metro on February 28, 2006. At this time, Metro has indicated that they have no need or interest for any mass transit uses within the project. Riverwalk has related to Metro that they will be flexible and receptive about future potential alternative uses that might augment mass transit in the area.

Comment: Provide parking facility roof lighting plan.

Response: A parking facility roof lighting plan has been prepared and is attached with this letter.

Comment: Provide a snow removal plan narrative for the garage.

Response: Snow removal will be contracted out to third party snow removal service providers, and will consist of 4-wheel drive pickup trucks with rubber base plow blades, bobcats and front end loaders as needed. Light snow cover on the roof level will be plowed into designated holding areas on the inside wall of the roof level to control runoff into the interior roof drains and to allow for maximum utilization



Bill Needelman, City of Portland
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Page 8

of parking spaces after plowing. Heavy snow storms that result in significant snow on the roof and all other levels will be removed via bobcats and trucks to offsite legal disposal areas.

Comment: Provide streetscape views of the retail store fronts and two-story tall windows for the parking facility.

Response: The views of the retail space have been revised to make them more compatible with the Eastern Waterfront Guidelines and the concerns that were expressed. Specifically, the span of glass has been reduced in half between brick columns (thereby doubling the number of brick columns/piers), so they are similar to the office building retail floor. Revised views of this space have been attached with this letter.

Comment: Provide detail on future use of Hancock and Middle Street vacant lot.

Response: One potential for an anticipated future use of the vacant lot is a building that will house market rate apartments. Preliminary views are attached with this letter. This building, however, is not to be considered by the Board or Staff as being included in this permit application to the City. A separate permitting review process will be sought for this or any other use, if and when the development of this additional piece moves forward.

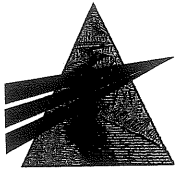
Comment: Show how the development will work to minimize the effect of long monotonous walls along the buildings.

Response: The east elevation of the garage has been revised, including more planting and landscaping to visually break-up the wall. For the south wall of the garage, the views of the retail space have been revised to make them more compatible with the Eastern Waterfront Guidelines. Specifically, the span of glass has been reduced in half between brick columns (thereby doubling the number of brick columns/piers), so they are similar to the office building retail floor. Additional street trees have been added along Hancock and Commercial Streets to further break up any "monotonous wall" effect produced from the mixed use condominium building. With respect to the Longfellow Residences, we have used architectural elements such as projecting bays, cornice lines, balconies, recessed balconies and stepped back massing to aesthetically break up the massing and achieve a scale that is both pedestrian friendly and in harmony with the surrounding context.

Comment: With respect to valet parking, please address the following issues:

- Is it necessary?
- What are the alternatives?

Response: The valet parking area has always been considered a necessary element of the project's success to serve the high end restaurant, spa and retail space of the building, as well as to serve the condominium residents that will see it as an attractive asset to their investment. In response to several concerns raised by Board members relative to better harmonizing the need for valet parking with a strong pedestrian experience, the project team feels that they have produced a good concept for this area that will suit the needs of the development while addressing the concerns of the City related to size, depth and ground finish for this area. This concept is proposed in the revised Landscaping Plans, L-1.1, L-1.2 and L-1.3, attached with this letter. Should this concept be acceptable to the Board and Staff, it will be incorporated into the final Site Plans.



Bill Needelman, City of Portland
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Page 9

Comment: Provide alternative plans for designs/murals for the large blank wall on the north side of the parking garage.

Response: *The project proposes to create a 70' x 110' historic waterfront mural on the north wall of the garage that reflects multiple schooners in Casco Bay in front of Fort Georges.*

Comments and Responses – Planning Staff

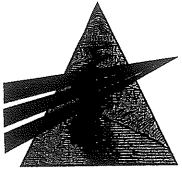
In addition to the Public Comment, Riverwalk, LLC and its design team has received written comments from Planning Staff regarding the design of the project. With regard to comments listed in the memo to the Planning Board from Planning Staff dated February 2, 2006, we have listed each comment with a corresponding response.

Comment: Any discussion on design would be served by the future provision of:

1. Model(s) showing massing of the structures in relation to their context;
2. Larger scaled colored renderings of the project showing a higher level of detail;
3. Measured drawings and elevations;
4. Provision of materials, samples and detail specifications;
5. Provision of architectural detailing and articulation, particularly at the pedestrian level;
6. Larger scaled elevations of the Longfellow Residences and Retail building; and
7. Building façades along Fore Street, with particular attention to the main entrances, parking entrances and service entrances.

- Response:**
1. *Models have not been created for the project; however, highly detailed renderings showing the project from all sides including street level views have been created and are attached as part of this submittal.*
 2. *Larger scaled colored renderings with a high level of detail have been created and are included as part of this submittal.*
 3. *Measured drawings and elevations have been included as part of this submittal.*
 4. *Material samples for key exterior finishes shall be presented to the Board at the next workshop. Samples presented at Workshop will be accompanied with material specifications.*
 5. *Street level color renderings have been produced to provide "pedestrian level" views of the building materials and finishes, the landscaping and the view corridors at many locations around the project.*
 6. *Large scale (24"x 36") elevations of the Longfellow Residences and Retail Building have been created and are included with this submittal.*
 7. *The building façades along Fore Street are displayed through highly detailed renderings included as part of this submittal.*

Comment: Longfellow Residences and Grand Trunk Building – B-6 Zone:

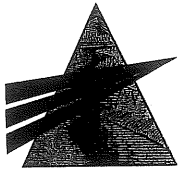


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1. The articulation of the massing of the overall structure needs to be shown in better detail;
2. The opportunity to maximize the permeability through the site should be explored;
3. The elimination of the valet parking area in favor of a parking lane should be explored;
4. The façade of the building at Fore Street, and its main entrance should be shown in detail;
5. The building edge along Commercial Street Extension should be extended;
6. Further design resolution and details are needed for the one story building elements that frame the garden courtyard and serve as entrances to the health spa and restaurant. At the least, these building elements should extend to the sidewalk in order to form a more solid street wall, and should have entrances that are oriented to Commercial Street Extension; and
7. Details of the proposed skywalk between the Longfellow Residences building and the Grand Trunk Building need to be provided.

Response:

1. *Highly detailed color renderings and elevations of The Longfellow Residences and Retail along with the Grand Trunk building have been created and are included as part of this submittal.*
 2. *Refer to Section 15 of the Site Plan Application (appended to this letter) for the Project's compliance with the Eastern Waterfront Design Guideline entitled "Open Space and the Public Realm". This section addresses the Project's compliance with guidelines related to Internal Open Space, Internal/External Interplay and Passageways.*
 3. *The valet area has been revisited and a design has been resubmitted as part of the amended Landscaping plans (L-1.1, L-1.2 and L-1.3) that are attached with this letter. The redesigned of the valet area offers a design that is more in line with Planning Staff's request for a parking lane configuration.*
 4. *The color renderings and elevations attached with this letter provide a detailed view of the façade of the building at Fore Street.*
 5. *The building has been designed in a manner that welcomes guests into a large courtyard area, acting as a center point of the development and providing an ideal area for residents, public and patrons of the restaurant, shops and spa to intermingle in a space open to Portland's waterfront. The open courtyard area is essential in providing the maximum amount of waterfront view perimeter for the inner condominiums located on the second through six floors. As such, the building edge cannot be extended along the Commercial Street without significantly compromising the development's overall design goals. The development, as proposed, provides a design that eliminates the all too common driveway and open surface parking entrances seen along Commercial Street, from India Street east to Custom House Street, and offers an open air courtyard area as a safer solution, benefiting public pedestrians, patrons of the development and residents alike.*
 6. *The entrances to the one story elements that frame the garden courtyard are oriented to face Commercial Street Extension. The landscaping and surface finish of the*
-



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sidewalk in this area will provide direction to pedestrians passing along the street front.

7. *The skywalk between the Longfellow Residences and the Grand Trunk Building has been further detailed and is shown in the renderings and elevations submitted with this letter.*

Comment: Office B-5 Zone

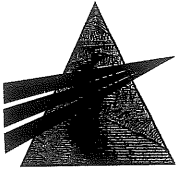
1. The façade design of the office building appears to be detailed in a manner that is horizontal in orientation. In keeping with the urban context, consideration should be made to further accentuate the vertical column and/or provide other vertical articulation.
2. More information is requested on the building entrance and its orientation to the street;
3. More information is requested on the proposed first floor retail/commercial storefronts;
4. More information is requested on the proposed building materials; and
5. More information is requested on the “green roof” system.

Response:

1. *Additional vertical elements have been added at the street corner and highlighted all the verticals with a darker contrasting red copper material.*
2. *Renderings and elevations that provide a greater level of detail related to the building entrance are provided as an attachment to this letter. The main entrance to both the retail spaces and the offices is located at the corner of India and Fore Streets.*
3. *Renderings and elevations that provide a greater level of detail related to the first floor retail and commercial storefronts are provided as an attachment to this letter. Access to retail spaces will be from the main corner entrances. This is necessary because of the nearly 4’ change in grade along the India Street building frontage.*
4. *Renderings and elevations that provide a greater level of detail related to the building materials have been provided as an attachment to this letter. Building material samples specific to key exterior finishes shall be presented at the next Workshop.*
5. *The “green roof” system is no longer part of the project. A white reflective roofing has been substituted to increase the energy efficiency of the building and reduce the heat island effect.*

Comment: Parking Garage – B-5b Zone

1. More information is requested on propose building materials, and the “green screen”
 2. More information is requested on the “super graphic” on the back of the building; and
 3. More information is requested on the design of the first floor and mezzanine retail space.
-



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- Response:**
1. *Renderings and elevations that provide a greater level of detail related to the building materials have been provided as an attachment to this letter. Building material samples specific to key exterior finishes shall be presented at the next Workshop.*
 2. *The project proposes creating a 70' x 110' historic waterfront mural on the north wall of the garage that reflects multiple schooners in Casco Bay in front of Fort Georges.*
 3. *Renderings and elevations that provide a greater level of detail related to the first floor and mezzanine retail space have been provided as an attachment to this letter.*

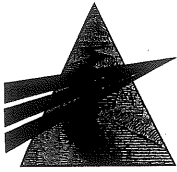
We look forward to continuing our work with your office and the Planning Board on this project. Please do not hesitate to contact Woodard & Curran if you have any questions or comments.

Sincerely,
WOODARD & CURRAN INC.

David Senus, PE
Project Engineer

DAS/
203555.05

- Enclosures:
- Table of Contents, 9 copies
 - Landscaping Plans (L-1.1, L1.2 and L-1.3), 9 copies
 - Longfellow Residences and Retail Building
 - Six full size elevations (AE.1-AE.6), 9 copies
 - Seven reduced size plans- title sheet & floor plans (T1.1 & AP.1-AP.8), 9 copies
 - Seven reduced size plans- elevations and sections (AE.1-AE.6 & AS.1), 9 copies
 - Fifteen color renderings (11" x 17"), 9 copies
 - 25 India Street Office and Retail Building and Ocean Gateway Garage
 - Four full size elevations (A201 Offices, A201 Garage, A202 Garage & A903 Garage Retail), 9 copies
 - Four reduced elevations (A201 Offices, A201 Garage, A202 Garage & A903 Garage Retail), 9 copies
 - Ten color renderings (11" x 17"), 9 copies
 - Ocean Gateway Garage Roof Photometric Plan, 9 copies
-



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Operational offices throughout the U.S.

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- Traffic Impact Study for The Longfellow at Ocean Gateway by Gorrill-Palmer Consulting Engineers, dated March 2006, 9 copies
- Letter from the Department of Inland Fisheries and Wildlife to Woodard & Curran reviewing the project for Significant Habitat and Rare, Threatened or Endangered Species, dated January 13, 2006, 9 copies
- Section 15 – Conformance with the Master Plan for Redevelopment of the Eastern Waterfront and the Design Guidelines for the Eastern Waterfront, 9 copies

cc: Drew Swenson, Riverwalk, LLC

**Memorandum
Department of Planning and Development
Planning Division**



To: Chair Beal and Members of the Portland Planning Board

From: Bill Needelman, Senior Planner

Date: March 31, 2006

Re: Longfellow at Ocean Gateway Project

Vicinity of India Street, Fore Street, Hancock Street, Middle Street, and Commercial Street.

Riverwalk, LLC, Applicant

April 4, 2006 Workshop

1. Introduction:

Riverwalk, LLC, developers of the project, request a second workshop to further describe the project to the Board and to continue the formal review process. It is envisioned, given the size and complexity of the site and program, that a minimum of one additional workshop will be required, currently scheduled for April 11. The applicants ask that the Planning Board hold a public hearing on April 25.

The Board has been provided with a substantial amount of new information for review at the April 4 meeting. Given the volume of material, only new or revised material has been included with the attachments. The total packet of information will be re-assembled for the final report. If Planning Board members would like additional copies of previously submitted material, please request these documents at any time.

The material provided and the review included in this memo concentrate on the traffic and parking for the project and the architectural design. The project description and background sections found below have been excerpted and updated from the previous workshop on February 7.

It is anticipated that the April 11 workshop will concentrate on the civil engineering aspects of the project and resolving issues raised at this workshop.

Scope of Review:

Zoning: The site is located in both the B-6 and B-5b zones.

Site Plan and Subdivision: The project will be reviewed for conformance with the Site Plan and Subdivision Ordinances.

Traffic: The project requires a Traffic Movement Permit to be issued under the City's delegated review authority.

Historic Preservation: Portions of the project are located in the Waterfront Historic Preservation District requiring review by the Historic Preservation (HP) Board under the standards for alteration of historic structures and for new construction. The Planning Board will review those portions of the project that are located outside of, but within 100 feet of, the HP district under Site Plan Standard 14-526 (18), the so-called "not in congruous standard." City legal staff will provide additional clarification on how the Board should review the project with regards to Historic Preservation.

Previous Review: Portions of the site are included within the scope of the Ocean Gateway site plan. Accordingly, the Longfellow project constitutes an amendment to the Ocean Gateway Site Plan at the local level, as well as an amendment to the Ocean Gateway Site Location of Development permit with the State DEP. A revised Ocean Gateway site plan has been provided and is included in Attachment E.

Comprehensive Plan: Finally, the applicant's agreement with the City for purchase of a major portion of the site includes a provision recognizing the City's goals as expressed in the Comprehensive Plan. The applicable comprehensive plan elements include the *Eastern Waterfront Master Plan* and its associated *Design Guidelines*. Additionally, as a subdivision, the Board is required to find that the project "is in conformance with the land development plan or its successor;" 14-497 (a)(9). Please note that current elements of the Comprehensive Plan are the successor to the "land development plan." The applicant has provided a narrative addressing the design review suggested by the applicable Comprehensive Plan elements and the City's Urban Designer, Carrie Marsh, has prepared a review memo in Attachment 20.

Design and Review Team

Applicant: Riverwalk, LLC, Drew Swenson, Principal

Design Team:

Engineering – Woodard and Curran Engineers, Barry Sheff, P.E. and David Senus, P.E.

Architecture - Scott Simons, Garage and Office Structure
The Architectural Team, Inc., Residences and Retail

Traffic - Gorrill Palmer Engineers, Tom Gorrill

City Reviewing Engineer: Deluca Hoffman Engineers, Steve Bushey, P.E.

2. Site and Development Description

Site Description:

The total building site encompasses 2.92 acres of land located on four parcels split between two city blocks in the Eastern Waterfront District.

Southerly block - The block located east of India Street, south of Fore Street, west of Hancock Street (extension), and north of Commercial Street (extension) includes 1.62 acres of project site split between two parcels. The applicant has a purchase and sale agreement with the City of Portland over 1.06 acres that previously was included in the Ocean Gateway project site. Previously designed as a gravel parking lot, the City parcel was the subject of a recent request for proposals for development with Riverwalk, LLC being the selected developer. The City parcel has been combined with a .56 acre parcel at 1 India Street. Currently occupied by the former administrative building for the Grand Trunk Railroad (now Turner Barker Insurance), the 1 India Street parcel is included in the City's Waterfront Historic District. A portion of the 1 India Street parcel is subject to an easement with the City and will be incorporated into the expanded Commercial Street right of way. The balance of this block is comprised of the Portland Water District pump station parcel.

The southerly block is entirely located within the newly established B-6 zone and is subject to a maximum 65 foot building height restriction.

Northerly Block - The block east of India Street, north of Fore Street, west of Hancock Street (extension), and south of Middle Street includes 1.30 acres of project site located on two parcels. The 0.11 acre parcel at 33 India Street currently houses the "Breakaway Tavern" building, which is to be demolished. The larger 1.11 acre parcel located along a Hancock Street extension between Middle and Fore Streets is currently part of the Shipyard Brewery complex. The shipyard parcel is largely devoted to surface parking along with two shed structures slated for removal. The balance of this block is owned and occupied by the Miccuci's grocery store at India and Middle Streets.

The northerly block is entirely located within the B-5b zone and is subject also subject to a maximum 65 foot building height restriction.

Project Description and Design Review

The total projected development includes over 530,000 square feet of new building area making the Longfellow project one of the largest developments on the Portland peninsula in recent memory. For comparison, the recently approved Westin Hotel project totals 470,000 square feet.

In addition to the updated visual material (rendered drawings, Attachment A, plans and elevations, Attachment B), the applicant has provided two design related narratives for the Board's review: a response to previously drafted design comments by Carrie Marsh, Urban Designer (included at the end of Attachment 1a), and a lengthy memo comparing

the project against the Eastern Waterfront Master Plan and Design Guidelines (Attachment 15.) Ms. Marsh's updated design review is included in Attachment 20 and contains a complete architectural description of the project (as revised from her previous memo.)

In summary, the design of the project has been developed to sufficient degree to allow adequate design review and in general appears to be moving in a direction consistent with applicable standards and guideline documents. Two areas of concern remain: (1) The lack of continuous street wall along the extended Commercial Street, and (2) A general lack of prominence of pedestrian entrances along all street frontages.

As noted above, the Historic Preservation Board will also review elements of the project. The project has had two workshops with the HP Board and the support memos from those meetings are included as Attachment 17 for the Board's information and additional architectural description.

Southerly Block – The southerly block, described above, is proposed to hold the residential core of the project, as well as the reuse of the 1 India Street building, within a 50,500 square ft footprint. The first floor of the southerly block includes retail, restaurant, spa, lobby, and service space in a “u” shaped layout around private courtyard. Additionally, there is a row of townhouse residential units set adjacent to India Street, running parallel to the 1 India Street building. The majority of the southerly block will be constructed above a sub-grade parking structure holding 75 parking spaces. Please refer to the attached rendered plans for floor plan layouts and program delineation. Attachment B shows the program layout of the southerly block.

Northerly Block. – The northerly block includes two separate structures: A six-story, 719 space parking garage set along Fore Street, and a five-story, 29,000 square foot retail/office structure at the corner of Fore and India Streets.

Note on New Streets:

Please note that the parcel blocks described above are defined by new sections of public streets – the Commercial Street and Hancock Street extensions. The Ocean Gateway project, as designed and currently under way, will construct the southerly link in the Hancock Street right of way between Fore and Commercial Street, as well as the Commercial Street extension along the entire project site. These sections of public streets include full utility infrastructure available for connection to private development. The project will, however, be responsible for the installation of brick sidewalks adjacent to the Longfellow project.

The project anticipates a further extension of Hancock Street north of Fore Street to its intersection with the existing right of way at Middle Street. This portion of Hancock Street is not part of the Ocean Gateway site and is to be developed by the City. The property proposed for the northerly Hancock Street link is currently owned by the Shipyard Brewery and is to be transferred to the City as part of the deal established with the garage RFP.

4. Circulation and Traffic

Circulation:

The project anticipates introducing new curb cuts into both of the blocks described above.

Southerly block: The southerly block is proposed to have two areas of primary vehicular circulation: one on Fore Street and one on Commercial Street extension.

Fore Street shows a three-lane entrance adjacent to the pump station at the northwest corner of the site. This entrance will provide ramped access to the lower level garage (in and out) and a Fore Street level loading area (Please look to attachment B1.) Three pedestrian entrances to the building are also located on Fore Street serving the condominium lobby, administrative area and loading area.

Valet Parking: The Commercial Street side of the building shows a “valet plaza” between the primary wings of the structure. This area previously showed two curb cuts totaling in a +/-120 foot disruption in the sidewalk and a loss of potential on-street parking. The revised plan shows a “bump in” to allow pick up, drop off and valet service at the front of the building while being somewhat removed from the westerly flow of traffic along the new Commercial Street. The valet area has room for three cars and is further separated from Commercial Street traffic by a proposed cobble stone “rumble strip” set flush within the pavement parallel with the west bound travel lane.

City Parking Manager, John Peverada has reviewed the application and has provided the Board with a copy of the City’s valet parking policy (Attachment 21) and provides the following comments:

1. Loading docks for retail space within the garage & for the condos?
2. Stairs are they adequately spaced per code and will they serve interest to the north side of the project namely the proposed building to be built on Middle St.?
3. What will happen to the existing on street parking on Middle St?
4. Will the current on street parking on Fore St. be moved to the south side of the street abutting the condos?
5. On street parking on Hancock St. extension?
6. SNOW Dump for the garage is it adequate?

7. Traffic circulation within the garage?
8. Valet per Public Safety Guidelines approved last year

The revision to the valet area is consistent with a design concept suggested for exploration by the Planning Staff in the previous memo. In reviewing the plan, Consulting Traffic Engineer, Tom Errico, provides comments that question the need for any change in the curb line, preferring to see a straight curb line with short-term parking spot that could be used of valet use. Mr. Errico's full comments are provided below.

Northerly Block: The northerly block is designed to have vehicle entrances from both Fore Street and Middle Street. The primary vehicle entrance for the 719 space garage is proposed for Middle Street. This entrance will need to be carefully planned with the proposed entrance to the Village at Ocean Gate project across the street.

The Fore Street portion of the block is proposed to have a secondary vehicle entrance to the garage and as well as an alley drive between the office structure and the garage. The relationship between the planned and existing curbcuts on the southerly block will be evaluated during the Traffic Permit review process. The Board should note that the Ocean Gateway project is required to install a traffic signal at the Fore and India Street intersection.

Pedestrian entrances for the northerly block are provided at both Fore Street corners of the garage and at the Fore and India Street corner of the office building.

Brick sidewalks are to be provided along all street frontages.

Traffic:

The applicants have engaged Gorrill Palmer Engineers to produce a traffic management plan for the project (Attachment 15a.) The applicant's traffic summary anticipates that the project will add 187 pm peak hour vehicular trips into the India Street area. Please note that the cars parking in the proposed garage, which are not attributable to the project, are not included in this number. The impacts of those cars will be assessed as part of projects generating their use.

The City's traffic engineering consultant, Tom Errico has provided the following comments in review of the Gorrill Palmer Traffic Impact Study:

My initial comments (in consultation with Jim Carmody, City Transportation Engineer) are noted below and are based upon the March 2006 Traffic Impact Study prepared by Gorrill-Palmer Consulting Engineers, Inc. and site plans prepared by Woodard and Curran.

- Fore Street is proposed to have a width of 24 feet. The street should probably have a minimum curb-to-curb width of approximately 28 feet. Eric Labelle should be consulted for the appropriate width.
- I do not support the vehicle turn-out on Commercial Street. I would suggest that the curb line remain tangential along Commercial Street and the parking spaces have appropriate regulation that reflects the needs of the development.
- The applicant should investigate the feasibility of providing a curb extension on the northeast corner of the India Street/Commercial Street intersection.
- The curb openings for the Pump Station at the corner of India Street and Fore Street should be designed with “mountable” curbing, such that the infrequent entry and exit maneuvers can occur. Because of the infrequent volume, I would suggest that the curb-cut widths be minimized.
- Information should be provided as to the types of vehicles expected to use the truck loading alley on Fore Street between the Parking Garage and the Office Building. “Auto-Turn” vehicle template graphics should be provided that illustrates the feasibility of the maneuvers.
- The curb-cut for the residential underground parking garage is very wide. It is my understanding that this width is to accommodate entry and exit movements from the garage and access to a truck loading facility. I would suggest that the applicant consider pavement treatments that provide delineation between the primary entry/exit lanes and the truck loading lane.
- The applicant should provide information that the truck loading area in the residential parking garage can support a WB-50 Tractor trailer.
- The primary parking garage exit onto Fore Street will be restricted to right-turn movements only. The design of the facility should attempt to incorporate features that physically prevent left-turn maneuvers.
- The applicant needs to provide a plan that illustrates the roadway alignment features along Fore Street between the new section adjacent to the project and the existing section east of Hancock Street.
- The applicant needs to provide a recommendation on the provision of on-street parking on Middle Street between India Street and Hancock Street.
- The applicant will be expected to make a financial contribution to the implementation of future improvements at the India Street/Middle Street intersection.
- The applicant should provide “Auto-Turn” vehicle template graphics for all right-turn movements at the Fore Street/Hancock, Middle Street/Hancock Street, Commercial Street/Hancock Street and India Street/Commercial Street intersections for Passenger Car, SU-30, and WB-50 vehicles types.
- Traffic impacts to the eastern promenade area including Mountfort Street has long been a concern associated with development activity in the Eastern Waterfront area. This project should participate in a monitoring program.

- The Traffic Impact Study illustrates a significant number of trips turn right from Middle Street onto India Street. It is unclear where these trips are destined to. An explanation should be provided.
- I do not support the provision of a right-turn lane on Middle Street at India Street. Loss of on-street parking spaces in this area should be minimized.
- The applicant should evaluate the feasibility of providing a multi-way stop sign installation at the India Street/Middle Street intersection. The applicant should assess whether the intersection meets MUTCD warrants and assess queuing issues on India Street between Middle Street and Fore Street.
- The trip generation calculations are based upon building areas that do not match those provided in the body of the report. An explanation should be provided.
- I do not fully endorse the adjustments included for traffic generation in the traffic impact study. I support the concept of alternative journey-to-work modes for urban developments, but in my professional opinion insufficient information/research has been provided to make a definitive conclusion for Portland. However, in my opinion the adjustment incorporated was relatively minor and I do not believe the conclusions would change if no adjustment was applied.
- The traffic impact study suggests that Travel Demand Management techniques be incorporated, including Promotion of Public Transit, Ridesharing Program, and provision of Bicycle Amenities. The applicant should elaborate on these items and how they will be implemented.

5. Stormwater and Utilities

The stormwater and utility plans for the project are still in development and will be reviewed in detail at a later workshop. A brief stormwater discussion is provided below as an introduction.

Southerly Block – The stormwater flowing from the southerly block, as described above, was previously accounted for in the Ocean Gateway site plan design. The site, which is quite flat and largely impervious compact gravel, was provided with stormwater collection and integrated into the new Commercial Street separated system. The Commercial Street system is designed to flow through a stormwater treatment structure prior to out letting into Portland Harbor. The current design provides a new storm line directly into the new Commercial Street system in the area of the westerly wing of the building.

Northerly Block - The northerly block, which is currently part of the Shipyard complex, is entirely impervious surface exhibiting a southerly sheet flow into the combined sewer at Fore Street. The submitted plan proposes to collect the stormwater from the roof drains of the office and garage structures and route stormwater into the Ocean Gateway system by way of the new Hancock Street extension.

Stormwater and other utility infrastructure will be reviewed in detail at the upcoming April 11 workshop.

6. Ocean Gateway Amendments

Attachment E shows a revised Ocean Gateway site plan that removes the Riverwalk (Longfellow) site from the transportation facility. Physically, the Ocean Gateway site is otherwise unchanged. Board Members should note that during the completion of construction documents, the Ocean Gateway plan did experience some minor modifications from the plan that was approved by the Planning Board in May of 2005.

- The Receiving Station (the smaller building located near to Commercial Street) has moved closer to the water, resulting in a wider sidewalk and pedestrian drop off area between the station and the vehicle area.
- The Maine Narrow Gauge Railroad line has been changed to have a platform in front of the Receiving Station.
- Street lighting has been modified to a revised fixture consistent with the Eastern Prom Trail light.
- Sidewalks adjacent to the gravel parking lots north of Commercial Street have been modified to bituminous material in anticipation of future redevelopment of these sites (as seen with the subject property.)

Functionally, the project is anticipated to work as approved. The parking displaced by the subject project is currently occupied by Auto Europe commercial tenants and the City has the ability to relocate these spaces to the proposed garage, assuming the tenants so desire. The City's parking lease with Riverwalk, LLC. and a statement of parking changes to the Ocean Gateway plan provided by City Marine Operations Manager, Ben Snow, are included in Attachment 22.

Attachments

New and revised material

- 1a. Updated written statement
 - 15a. Traffic Impact Study
 17. Historic Preservation Review memos (2-15-06, 3-22-06)
 18. Fish and Wildlife Department letter of minimal impact (1-13-06)
 19. Applicant's narrative on compliance with Eastern Waterfront Master Plan and Design Guidelines.
 20. Updated Urban Design memo (3-31-06)
 21. City Valet Parking Policy
 22. City Parking Lease with Riverwalk, LLC and Parking Statement regarding Ocean Gateway amendment.
-
- A. Architectural Renderings
 - B1. Architectural plan and elevation set, Southerly block (residential and retail)
 - B2. Architectural elevations, Northerly block (office and garage)
 - C. Landscape plans (updated)
 - D. Civil engineering plans (updated)
 - E. Revised Ocean Gateway Siteplan

Attachments previously submitted and to be re-incorporated into final review report:

1. Development Description with Vicinity Maps
2. Development Project Area – Tab 1
3. Easements
4. Solid Waste
5. Utility Capacity and Off Site Facilities
6. Stormwater and Sedimentation Control (calculations omitted)
7. Construction Plan
8. State and Federal Permitting
9. Technical and Financial Capacity
10. Right, Title and Interest (including purchase and sale with the City)
11. Environmental and Historic Resources Statement
12. Electronic Submission
13. Solid Waste
14. Subdivision Statement
15. Traffic – preliminary information/request for Traffic Movement Permit
16. Letter from Woodard and Curran, utility updates

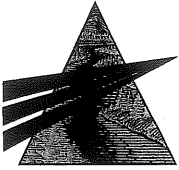
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 - B1. Architectural plan and elevation set, Southerly block (residential and retail)
 - B2. Architectural elevations, Northerly block (office and garage)
 - C. Landscape plans (updated, to be provided)
 - D. Civil engineering plans (updated, to be provided)

Attachments previously submitted and to be re-incorporated into final review report:

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16. Letter from Woodard and Curran, utility updates



April 5, 2006

Bill Needelman
City of Portland
389 Congress Street
Portland, ME 04101

Re: The Longfellow at Ocean Gateway
Major Site Plan Review - Additional Information

Dear Bill:

On behalf of Riverwalk, LLC, we are submitting additional information in support of the Major Site Plan and Subdivision Application for The Longfellow at Ocean Gateway, originally submitted December 16, 2005, to be used in Planning Board review. These documents were prepared in accordance with Chapter 14, Land Use, of the Code of Ordinances of the City of Portland, Maine, and meet the applicable sections of the City of Portland, Maine Technical and Design Standards and Guidelines adopted September 1987, last amended March 2000. The additional information that follows has been organized by section within the Application.

Section 1 – Development Description

Section 1.5 – Attachments:

A full sized Utility Plan (C201) was submitted with the original application on December 16, 2005. Since that time, design has progressed with the internal building plumbing, providing a better indication of utility service locations. In addition, revisions to the originally submitted stormwater management plan have resulted in a number of changes to the Utility Plan. Please find enclosed five (5) full size copies of a revised Utility Plan. Please replace the following sheets within Attachment A of the Application:

- C201 Utility Plan with enclosed C201 Utility Plan

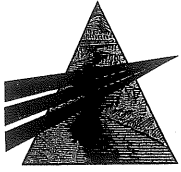
Please find enclosed fifteen (15) reduced size copies of the Utility Plan (11”x17”). Please include the following sheets within Attachment A of the Application:

- Reduced size C201 Utility Plan

Section 6 – Stormwater Management

The Stormwater Management section of the Application, as submitted with the original Application in December, was developed under a scenario where all of the stormwater falling on the development north of Fore Street would be collected and conveyed into the combined sewer in Fore Street. The Fore Street combined sewer conveys stormwater into a combined sewer in India Street, which passes through the Regulator Station at Combined Sewer Overflow (CSO) #23 and eventually into the India Street Pump Station.

Since that time, the Applicant has taken a proactive approach to design a scenario that minimizes the amount of stormwater entering the combined sewer system. The revised Section 6 – Stormwater



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Management, enclosed, proposes to collect and convey stormwater falling on the area north of Fore Street and east of the 25 India Street Office Building to the separated storm drain system in Hancock Street.

We understand the section of Hancock Street between Fore Street and Middle Street will be constructed by the City of Portland as a condition of the Purchase and Sale Agreement with the Applicant, Riverwalk, LLC. The design of utility connections for the Ocean Gateway Garage is predicated on storm and sanitary sewer mains being constructed by the City of Portland in Hancock Street. Hancock Street between Fore Street and the extension of Commercial Street is currently under contract to be constructed as part of the Ocean Gateway project.

The design of the Hancock Street storm drain system, as part of Ocean Gateway, provided for additional capacity within the system. Hydraulic capacity of the stormdrain system was analyzed and can accommodate the 25-year storm event runoff from The Longfellow project. The Hancock Street storm drain conveys storm flow into the storm drain in Commercial Street Extension; which is also under contract to be constructed as part of Ocean Gateway. This separate system then passes through a stormwater treatment unit, rated by the Maine Department of Environmental Protection to provide 60% removal of Total Suspended Solids (TSS) from the stormwater flow. The storm drain system and the treatment unit are both capable of handling the 25 year storm flow.

The revised Section 6 – Stormwater Management, enclosed, reflect the revisions described above. Included with Section 6 are associated attachments and the Pre- and Post-Development Stormwater Plans, Figures 6.1 and 6.2, respectively. Five copies (5) of revised Section 6, associated attachments and figures are enclosed. Please replace the following sections and figures within your application:

- Section 6 – Stormwater Management and associated Figures 6.1 and 6.2 within your Application with Section 6*, associated attachments and Figures 6.1 and 6.2 enclosed.

*The Erosion and Sediment Control Plan submitted with the original Application has not changed and therefore has not been resubmitted. Please keep the original Erosion and Sediment Control Plan in Section 6 of the Application.

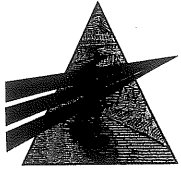
Please find enclosed fifteen (15) reduced size copies of Figures 6.1 and 6.2. Please include the following sheets within Attachment A of the Application:

- Reduced size Figure 6.1 – Pre-Development and Figures 6.2 – Post Development Stormwater Plans

In addition, Woodard & Curran, Inc. is pleased to respond to the review comments made by Tom Errico of Wilbur-Smith Associates, and Jim Carmody, City Transportation Engineer as included in the “Traffic” section of the City’s Planning Board Staff report dated March 31, 2006. For ease of review, each comment has been repeated in italics, followed by our response.

Comment – Fore Street is proposed to have a width of 24 feet. The street should probably have a minimum curb-to-curb width of approximately 28 feet. Eric Labelle should be consulted for the appropriate width.

Response – At the Planning Board Workshop on April 4, 2006, you stated that Eric Labelle, City Engineer had been consulted with regard to the comment and deemed the 24-foot street width acceptable.



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Comment – *I do not support the vehicle turn-out on Commercial Street. I would suggest that the curb line remain tangential along Commercial Street and the parking spaces have appropriate regulation that reflects the needs of the development.*

Response – At the Planning Board Workshop on April 4, 2006, several alternative configurations were presented to the Board. It is worth noting that the vehicle turn-out and rumble strip presented by the Applicant does not impact the traveled way and is located within the street right-of-way; the turn-out best meets the programmatic needs of the project and we look forward to continued dialog with the Board and Staff regarding this matter. We similarly heard supporting comments from the Board members for the plan as submitted.

Comment – *The applicant should investigate the feasibility of providing a curb extension on the northeast corner of the India Street/Commercial Street intersection.*

Response – A curb extension is not feasible in that location, refer to Turning Movement Figure 2A.

Comment – *The curb openings for the Pump Station at the corner of India Street and Fore Street should be designed with “mountable” curbing, such that the infrequent entry and exit maneuvers can occur. Because of the infrequent volume, I would suggest that the curb-cut widths be minimized.*

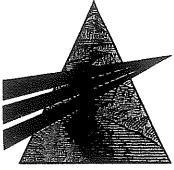
Response – On April 5, 2006, Woodard & Curran and the Applicant met with the Portland Water District (PWD) to discuss these recommendations. Portland Water District stated that the India Street Pumping Station is visited by PWD staff daily (not as infrequent as it may seem) and, they are amenable to the use of mountable curbing at their entrances. We shall revise the Grading Plan accordingly.

Comment – *Information should be provided as to the types of vehicles expected to use the truck loading alley on Fore Street between the Parking Garage and the Office Building. “Auto-Turn” vehicle template graphics should be provided that illustrates the feasibility of the maneuvers.*

Response – We anticipate the truck loading alley will be utilized by delivery vehicles (passenger cars and box trucks) and solid waste haulers; we have modeled the turning movements based upon the more conservative AASHTO SU vehicle. Refer to Turning Movement Figure 2.

Comment – *The curb-cut for the residential underground parking garage is very wide. It is my understanding that this width is to accommodate entry and exit movements from the garage and access to a truck loading facility. I would suggest that the applicant consider pavement treatments that provide delineation between the primary entry/exit lanes and the truck loading lane.*

Response – We concur with the recommendation and will review the use of varied surface treatments and striping as a means to better define and delineate the lanes. We shall revise the Grading Plan accordingly.



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Comment – *The applicant should provide information that the truck loading area in the residential parking garage can support a WB-50 Tractor trailer.*

Response – The truck loading area at the residential garage has been designed to support the AASHTO WB-50 vehicle. Please refer to Turning Movement Figure 1.

Comment – *The primary parking garage exit onto Fore Street will be restricted to right-turn movements only. The design of the facility should attempt to incorporate features that physically prevent left-turn maneuvers.*

Response – We concur with the recommendation and will review the use of varied surface treatments and curbing to better define the right-turn only movement. We shall revise the Grading Plan accordingly.

Comment – *The applicant needs to provide a plan that illustrates the roadway alignment features along Fore Street between the new section adjacent to the project and the existing section east of Hancock Street.*

Response – We shall prepare and provide the requested plan under separate transmittal for review and comment.

Comment – *The applicant needs to provide a recommendation on the provision of on-street parking on Middle Street between India Street and Hancock Street.*

Response – Please refer to letter from Gorrill-Palmer to you, dated April 4, 2006 for response to Comment (#1).

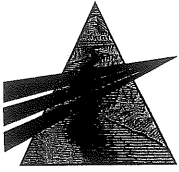
Comment – *The applicant will be expected to make a financial contribution to the implementation of future improvements at the India Street/Middle Street intersection.*

Response – Please refer to letter from Gorrill-Palmer to you, dated April 4, 2006 for response to Comment (#2).

Comment – *The applicant should provide “Auto-Turn” vehicle template graphics for all right-turn movements at the Fore Street/Hancock, Middle Street/Hancock Street, Commercial Street/Hancock Street and India Street/Commercial Street intersections for Passenger Car, SU-30, and WB-50 vehicles types.*

Response – We have completed the “Auto-Turn” templates for each of the AASHTO design vehicles requested. Please refer to the attached Turning Movement Figures 2A-2C for India/Commercial; Figures 3A-3C for Commercial/Hancock; Figures 4A-4C for Fore/Hancock; and Figures 5A-5C Middle/Hancock.

Woodard & Curran, Inc. is also pleased to respond to the review comments made the City Parking Manager, John Peverada as included in the “Circulation” section of the City’s Planning Board Staff report dated March 31, 2006. For ease of review, each comment has been repeated in italics, followed by our response.



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Comment – *Loading docks for retail space within the garage & for the condos?*

Response – A 13'-5" wide service alley has been provided alongside the Ocean Gateway Garage, between the garage structure and the 25 India Street Offices to provide access to service and delivery trucks. The garage on its own, however, does not warrant the need for loading docks. Future retail space proposed along the Fore Street side of the garage does not suit retail tenants that would have the need for a loading dock. Additionally, sufficient room does not exist for siting a loading dock on the retail space side of the garage without compromising retail space, garage space and adding additional curb cuts on Fore Street.

The Longfellow Residences and Retail building provides a truck entrance and interior loading dock area to serve the building's restaurant and retail space. Access to this loading dock is located at the northwest corner of the building, through the Fore Street curb cut. Please refer to Street Level Plan (AP.2) within the 11"x17" floor plans in Attachment A of the Application.

Comment – *Stairs are they adequately spaced per code and will they serve interest to the north side of the project namely the proposed building to be built on Middle St.?*

Response – Stairs at the Fore Street corners of the Ocean Gateway Garage have been provided and spaced per code, the analysis of which can be provided upon request. With regard to access to Middle Street, a sidewalk has been provided along the west side of the Middle Street Garage Entrance.

Comment – *What will happen to the existing on street parking on Middle St?*

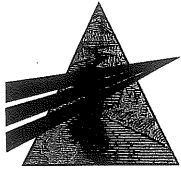
Response – Please refer to letter from Gorrill-Palmer to you, dated April 4, 2006 for response to Comment (#1).

Comment – *Will the current on street parking on Fore St. be moved to the south side of the street abutting the condos?*

Response – Yes, please refer to Plan C200 – Grading Plan.

Comment – *On street parking on Hancock St. extension?*

Response – We anticipate total of seven parallel parking spaces on the (extension) of Hancock Street to be constructed by the City of Portland between Fore Street and Middle Street. That section of Hancock Street will be designed separately by Woodard & Curran under contract with the City's Department of Public Works.



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Comment – *SNOW Dump for the garage is it adequate?*

Response – Please refer to the letter to Bill Needelman dated March 14, 2006, Major Site Plan Review – Additional Information. Page 7 of the letter provides a snow removal narrative.

Comment – *Traffic circulation within the garage?*

Response – Please refer to “Longfellow Garage Plans” provided in Attachment A of the original application submission. These plans provide traffic circulation arrows for each floor of the garage.

Comment – *Valet per Public Safety Guidelines approved last year*

Response – Please refer to the response to comment (see page 3 of this letter) received from Tom Errico, Wilbur-Smith and Jim Carmody, City Transportation Engineer regarding the proposed vehicle turn-out.

We hope that this adequately addresses comments received to date and provides the additional information necessary for the Board and Staff to continue its review of the project. We look forward to continuing our work with your office and the Planning Board on this project. Please do not hesitate to contact either of us at 774-2112 if you have any questions or comments.

Sincerely,
WOODARD & CURRAN INC.

David Senus, PE
Project Engineer

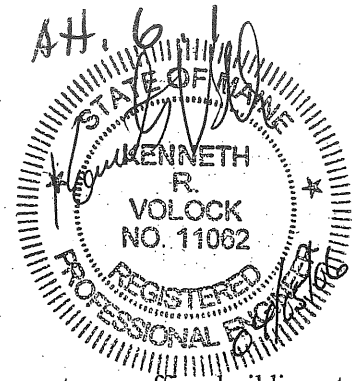
Barry Sheff, PE
Project Manager

DAS/djt
203555.05

Enclosures:

- Full Size Utility Plan – C201, 5 copies
- Reduced Size Utility Plan – C201 (11”x17”), 15 copies
- Section 6 – Stormwater Management, including associated attachments and full size Figures 6.1 and 6.2, 5 copies
- Reduced Size Stormwater Management Figures 6.1 and 6.2 (11”x17”), 15 copies
- Turning Movement Figures 1, 2A-2C, 3A-3C, 4A-4C, 5A-5C (11”x17”), 15 copies

cc: Drew Swenson, Riverwalk, LLC



6. STORMWATER MANAGEMENT

6.1 OVERVIEW

The Eastern Waterfront Development project comprises three distinct components, an office building at the corner of Fore and India Streets, a parking garage on the northwest side of Fore Street between India Street and the proposed Hancock Street extension, and a mixed-use complex that will include residential condominiums, retail shops, a restaurant and subsurface parking, inland from Commercial Street between India and Hancock Streets. Each aspect of the project is further explained and indicated on site plans in Section 1 of this application.

The site consists of four lots, three of which are privately owned and one City owned, occupying a total area of approximately 2.92 acres. The current use of the proposed development site is primarily surface parking with a few small commercial (storage/restaurant/lounge/office) and residential buildings. Use of the properties adjacent to the development site include manufacturing, restaurant/lounge, governmental and multi- and single-family residential. A copy of Sheet C-101: Existing Site Plan is attached in Section 1 of this application.

6.2 SITE CHANGES

Buildings and structures to be constructed include three buildings with a combined footprint of approximately 85,100 square feet. The proposed mixed-use complex will incorporate the existing Grand Trunk Building. The other two proposed buildings are a parking garage and professional office building. An open-air plaza is proposed in the center of the condominium portion of the mixed-use complex. Landscaping totaling about 0.34 acres is proposed in and around proposed structures.

Table 6.1 indicates the changes in impervious surfaces on the site as a result of the proposed project:

Table 6.1: Impervious Area Summary

	Total Area (acres)	Impervious Area (acres)	Percent Impervious (%)
Pre-Development	2.92	2.92	100.0
Post-Development	2.92	2.58	88.4
CHANGE	0.00	-0.34	-11.6

6.3 STORMWATER MANAGEMENT DESIGN

Currently, the entire area of the site located to the north of Fore Street is collected in catch basins and discharged to the City of Portland combined sewer. The runoff joins the municipal wastewater flow and is piped to the India Street Pump Station and then pumped to the East End Wastewater Treatment Plant. During large rain events, when capacity of the municipal combined (sanitary and storm) sewer is

exceeded, the combined sewer overflow (#23) is activated at the foot of India Street and discharges to Casco Bay occur.

A small portion of the project area between Fore Street and Commercial Street also drains to the City of Portland combined sewer. This area is located nearest India Street. The majority of the area between Fore Street and Commercial Street drains to the east onto the adjacent Ocean Gateway site before discharging into the Fore River. Presently, approximately 51% of the proposed site discharges stormwater runoff to the combined sewer.

As a result of the proposed project, all of the area between Fore Street and Commercial Street will discharge into the stormwater collection system along Hancock Street (currently under construction as part of the Ocean Gateway Project). Runoff from the Parking Garage and the adjacent landscaped areas will be discharged to the stormwater collection system along the connection between the two segments of Hancock Street (to be constructed by the City adjacent to the proposed project). Only the proposed office building at 25 India Street will continue to discharge runoff into the combined sewer. As a result of the proposed project, area discharging to the combined sewer is reduced to only about 14%.

During design of the Ocean Gateway project, the proposed storm drain system and outfall were designed to hydraulically accommodate additional flows that could be anticipated from future build-out of the area. An evaluation was performed to determine whether the additional capacity designed into the Ocean Gateway project could accommodate stormwater discharge from the project site. The development will result in a peak runoff rate of 25.51 cfs at the Ocean Gateway stormwater treatment unit to which it will flow (designated as Stormwater Treatment Unit 2 in the Ocean Gateway construction documents), which exceeds the published capacity. However, the vendor was contacted and provided confirmation that the anticipated flow rate will not present problems with stormwater treatment or surcharging of the system. A copy of this evaluation has been attached to this section.

6.3.1 Applicable Standards

The latest version of the MeDEP Chapter 500: Stormwater Management (MeDEP Chapter 500) was consulted to determine the standards to which the proposed project must be designed. More than one acre of area will be disturbed during construction of the project; therefore, some level of stormwater permitting is required.

Paragraph 13 of Chapter 500 states that "[n]ew construction on an impervious area created prior to July 1, 1997 is not counted when determining the amount of impervious area on a parcel." Because the entire site is impervious (gravel parking, concrete, pavement and buildings), and has been since before July 1, 1997, the proposed project will not create any impervious surface. Further, there will be less than 5 acres of developed area. Therefore, the proposed project qualifies for a Stormwater Permit by Rule.

The standards from Chapter 500 that could be considered applicable to the project are: 4A, "Basic Standard" because more than one acre will be disturbed; and 5E "Discharge to Public Storm Sewer System" because a portion of the development will discharge runoff to the City of Portland combined sewer system. An Erosion and Sedimentation Control Plan has been prepared to address the Basic Standards and is attached to this section. The City and PWD were contacted to get approval to continue discharging runoff to the combined sewer at the same time that the two entities were contacted to obtain sewer capacity letters. These letters and all responses have been attached to Section 5 of this Application.

The City of Portland Technical and Design Standards and Guidelines (City Standards), Section V – Stormwater Management Standards states that all developments must comply with the standards set forth in MeDEP Chapter 500 as discussed above. Additionally, the standards state that pre-development peak runoff rates from the site must be maintained, though it is unclear whether this requirement will remain once the City has amended its standards to more closely reflect the updated MeDEP Chapter 500. As a result, the project will be designed to comply with Section V of the City Standards to the extent that MeDEP Chapter 500 can still be met. Should occasion arise were the two sets of standards conflict, MeDEP Chapter 500 will govern.

6.3.2 Stormwater Quantity Calculations

The intent of this section is to address the effects of site runoff from a proposed development project on the local watershed. The stormwater modeling presented herein compares the existing site conditions with the proposed site conditions (pre-development and post-development).

Stormwater modeling was done using the HydroCAD Stormwater Modeling System by Applied Microcomputer Systems. HydroCAD uses TR20 runoff calculation methodology. The computation sheets resulting from the models are attached at the end of this section.

The runoff curve numbers (RCN) for the subcatchments have been computed using the TR55 methodology. The subcatchments were divided based on land use and acreage measurements were used to compute a weighted (composite) RCN.

The time of concentration (Tc) paths for the subcatchments were selected to represent the most hydrologically remote point of the watershed. The Tc paths are shown respectively on the Pre-Development and Post-Development Stormwater Plans. Note that the Tc computations contain time calculations using TR55 sheet flow, shallow concentrated flow equations, and circular channel (pipe).

Soils information used in the computations was obtained from the Soil Survey of Cumberland County, Maine, USDA Soil Conservation Service (SCS Survey). Although the majority of the site lies on land made up of fill material, the soil surrounding the project site is Hinckley gravelly sandy loam, Hydrologic Soils Group (HSG) "A". As such, HSG "A" was used to model the project site. Subsurface investigations were conducted for the site, but the accompanying Geotechnical Report is not yet available. Once available, the report will be referenced to confirm the use of HSG "A", and a copy will be provided to the City.

For this project, the 2-, 10-, and 25-year return frequency storms of 24-hour duration were analyzed. A Type III rainfall distribution was applied to these storms. The 2-, 10-, and 25-year 24-hour precipitation measurements (3.0 inch, 4.7 inch, and 5.5 inch, respectively) were taken from Appendix D of the BMPs.

6.3.2.1 Pre-Development Condition

To model the project, the existing site was separated into multiple drainage area subcatchments. Subcatchments 1X through 5X represent the Pre-Development conditions. These subcatchments are depicted in Figure 6.1 attached to this section. Subcatchments 1X and 2X represent the area of the project to the north of Fore Street. Subcatchments 3X through 5X represent the portions of the project south of Fore Street.

The stormwater collection system, currently under construction as part of the Ocean Gateway project, has been included in the Pre-Development using Reaches. Reaches RC and RC2 represent the stormwater collection system along the extension of Commercial Street. Reaches RH1 and RH2 represent the stormwater collection system along the extension of Hancock Street.

Two study points have been identified at the site for the purpose of quantity modeling, represented by Reaches FR and CS. Reach FR is used to quantify the amount of runoff that flows from the site to an adjacent parcel without any true collection, and ultimately into the Fire River. Reach CS is used to quantify the runoff that flows into the City of Portland combined sewer.

The Pre-Development Stormwater Plan drawing, attached to this section, depicts the subcatchments, reaches, and time of concentration paths utilized in the model.

6.3.2.2 Post-Development Condition

For the proposed conditions, Subcatchments 1AP, 1BP, 2P, 3P, 4P, 5AP, 5BP and 5CP define the Post-Development subcatchments. These subcatchments are depicted in Figure 6.2 attached to this section. The subcatchments have been numbered to roughly correspond to similarly named Pre-Development subcatchments. Reach RUH has been added, representing the additional stormwater collection system along the connection between the two segments of Hancock Street (to be constructed by the City adjacent to the proposed project). The same two Study Points identified in the Pre-Development condition have also been included in the Post-Development condition in order to compare runoff. The Post-Development Stormwater Plan is attached at the end of this section, depicting the subcatchments, reaches, ponds, and time of concentration paths utilized in the model.

6.3.2.3 Summary

Peak runoff values calculated for the Pre-Development and Post-Development conditions are listed in Table 6.2. The peak discharge to the Combined Sewer does not occur exactly at the same point in time as the peak discharge to the Fore River. The "TOTAL" peak discharge is the peak discharge associated with a particular point in time, and therefore is not simply the sum of the Combined Sewer and Fore River peak discharges.

Table 6.2: Runoff Summary

STUDY POINT	PEAK RUNOFF 2 Year (CFS)	PEAK RUNOFF 10 Year (CFS)	PEAK RUNOFF 25 Year (CFS)
Fore River – FR (Pre-Development)	3.93	6.30	7.41
Fore River – FR (Post-Development)	6.03	9.81	11.65
CHANGE IN RUNOFF	2.10	3.51	4.24
Combined Sewer - CS (Pre-Development)	5.17	8.20	9.62
Combined Sewer - CS (Post-Development)	0.99	1.73	2.07
CHANGE IN RUNOFF	-5.18	-6.47	-7.55
TOTAL (Pre-Development)	8.43	13.51	15.90
TOTAL (Post-Development)	6.89	11.31	13.45
CHANGE IN RUNOFF	-1.54	-2.20	-2.45

As shown in Table 6.2 and the appended calculations, overall runoff from the site decreases during the 2-, 10- and 25-year storms as a result of the proposed project. There is a significant decrease in the amount of runoff to the City’s combined sewer system, with a corresponding, though less significant, increase in the amount of runoff to the Fore River.

The Fore River is tidal in the area where runoff from the site is discharged and therefore represents an ocean discharge. Further, during the Ocean Gateway design, the stormwater collection system was sized to accommodate the area between Commercial Street and Fore Street. Since the total runoff from the site will be decreased from the pre-development condition, the proposed development is in compliance with Section V of the City Standards.

The watershed routing diagram and model output from HydroCAD is attached at the end of this section for both the Pre-and Post-Development conditions.

6.3.3 Stormwater Quality

As stated previously, the site is currently 100% impervious surface. Under the Pre-Development conditions, 51% of stormwater runoff at the project site discharges to the City’s combined sewer system. In the Pre-Development condition, the remaining 49% of the site drains untreated off site, and ultimately into Portland Harbor at the mouth of the Fore River.

In the Post-Development condition, approximately 14% of the site will continue to be discharged to the City’s combined sewer system. Under most conditions, the runoff from this area will combine with the City’s municipal wastewater and be treated at the East End Wastewater Treatment Plant. However, during large rain events, when capacity of the municipal combined sewer is exceeded, runoff from this area may be discharged to Casco Bay untreated.

For the remaining 86% of the Post-Development site, runoff will be collected and discharged to the stormwater collection system constructed as part of the Ocean Gateway project. The runoff that passes from the site into the stormwater collection system will be treated through the use of water quality inlets in the catch basins (Casco Traps) and the Ocean Gateway Stormwater Treatment Unit 2.

In addition, non-structural measures to control non-point source pollution will be used. These non-structural measures include those specified as basic standards in the new MeDEP Chapter 500. Some maintenance aspects of the non-structural methods have been included in Section 6.4 below, but a more comprehensive list and description is included in the Erosion and Sedimentation Control Plan previously submitted.

6.4 MAINTENANCE OF STORMWATER SYSTEMS

Upon completion of the project, Riverwalk LLC will assume responsibility for overseeing the property, including the inspection and maintenance of the site's stormwater drainage system, treatment measures, roadways, parking areas, permanent erosion control measures, buffers, and landscaped areas located outside of City right-of-ways. A Maintenance Supervisor will be hired prior to occupancy. Riverwalk, LLC can currently be contacted at: 2 Market Street, Suite 500, Portland, ME, 04101; (207) 775-2464 (phone) and (207) 775-2465 (fax).

6.4.1 Catch Basins

The Maintenance Supervisor for will inspect all catch basins in the project site. Catch basins will be inspected semi-annually in spring and fall. These visual inspections ensure the catch basin grate is free of debris and that sediment in the sump has not accumulated above the pipe inverts. If cleaning is required, the Maintenance Supervisor will contract the services of Catch Basin Cleaners [P.O. Box 1579; Meredith, N.H., 03253; (603) 279-3118] or a similar firm.

6.4.2 Parking and Paved Areas

Parking and paved areas will be inspected annually each spring. Visual inspections will enable site roads and parking areas to be kept clean and clear through contracting periodic sweeping and winter plowing as required. The inspections will also ensure pavement markings are repainted as needed to maintain property traffic circulation and parking space delineation. Damaged islands will be repaired promptly. Paved areas will be plowed and sanded as often as necessary to maintain public safety.

The Maintenance Supervisor will have the pavement swept and cleaned within the project site on an annual, as-needed basis. This work will be contracted with Zebra Striping, Inc. [101 Pleasant Hill Rd.; Scarborough, ME, 04074; (207) 883-7081] or a similar firm.

6.5 CONCLUSION

The project has been designed to comply with the new MeDEP Chapter 500: Stormwater Management and with Section V of the City Standards to the extent possible. The site has been designed to reduce the area discharging stormwater runoff to the combined sewer from 51% of the site to 14% of the site.

The proposed project will have only minimal effect on runoff relationships at, and downstream of, the site. The amount of runoff discharged to the City of Portland combined sewer will be greatly decreased. The amount of runoff discharged from the site to the Fore River will increase. Since the total runoff from

the site will be decreased from the pre-development condition, the proposed development is in compliance with Section V of the City Standards. The project will have no adverse effect on any runoff relationship.

An Erosion and Sedimentation Control Plan has been attached which describes non-structural measures to be used at the site both during and after construction to protect water quality to the extent practicable. Upon completion of the project, maintenance responsibility for the site stormwater conveyance and treatment measures will be the responsibility of Riverwalk, LLC.

6.6 ATTACHMENTS

Memorandum discussing The Longfellow - Impacts on Ocean Gateway Stormwater Conveyance and Treatment Measures

Figure 6.1 – Pre-Development Stormwater Management Plan.

Figure 6.2 – Post-Development Stormwater Management Plan.

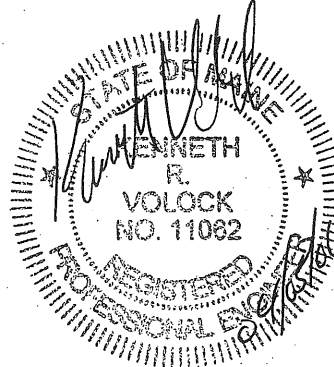
HydroCAD Calculations (Pre-Development).

HydroCAD Calculations (Post-Development).

Att. 6. 8

MEMORANDUM

TO: Barry Sheff, P.E.
FROM: Kenneth Volock, P.E.
DATE: April 5, 2006
RE: The Longfellow –Impacts on Ocean Gateway Stormwater Conveyance and Treatment Measures



The purpose of this memorandum is to investigate the impacts that The Longfellow project will have on the stormwater conveyance and treatment measures currently proposed for the Ocean Gateway Project. As proposed, runoff from several aspects of the Longfellow project would be collected in the City stormwater collection system, currently under construction as part of the Ocean Gateway Project. These areas would include: the Residences and Retail complex and plaza; the Grand Trunk Building and adjacent courtyard; the Parking Garage; and the open area to the North of the Parking Garage (at Hancock and Middle Streets). Runoff from these areas would then pass through a stormwater treatment unit, identified on the Ocean Gateway Drawings as Stormwater Treatment Unit 2.

The Ocean Gateway treatment measures were permitted and sized to provide a TSS removal rate of 40.3% across the entire site. In achieving the 40.3% TSS removal for the entire site, Stormwater Treatment Unit 2 must maintain a 60% TSS Removal rate. Should the removal rate drop below 60% for the treatment unit, TSS removal for the entire site would drop below 40%; the minimum TSS removal rate required by the Maine Department of Environmental Protection (MeDEP) as part of the Ocean Gateway permits.

The Ocean Gateway construction documents call for one of three Manufactured Stormwater Treatment Systems to be installed: a Vortechs System by Vortechtechnics; a Downstream Defender by Hydro International; or a Stormgate Separator by Stormwater Management, Inc. The allowable treatment capacities through the Stormgate Separator are very low and did not allow its use to be a reasonable option. On March 8, 2006, the Ocean Gateway contractor, Reed & Reed, submitted a 10-foot diameter Downstream Defender for the project and it is currently being reviewed under the shop drawing/submittal review process for the construction project.

Peak runoff capacities for the Vortechs Model 16000 and for the 10-foot diameter Downstream Defender are provided in Table 1. Capacities are provided for 60% TSS Removal based on the 1-year storm, 50% TSS removal based on the 1-year storm, and the peak flow rate through the unit based on the 25-year storm.

Table 1: Treatment System Capacities

STORMWATER TREATMENT UNIT	60% TSS REMOVAL PEAK RUNOFF 1 Year (CFS) ^A	50% TSS REMOVAL PEAK RUNOFF 1 Year (CFS) ^A	PEAK RUNOFF 25 Year (CFS) ^B
Vortechs Model 16000, by Vortechincs	9.25	10.58	25.00
Downstream Defender, 10-foot Diameter, By Hydro International	12.85	13.84	25.00

^A - 60% and 50% TSS removal peak runoff rates for the 1-year storm as approved by the Maine Department of Environmental Protection.

^B - Peak runoff rates for the 25-year storm as specified by the manufacturer.

A stormwater runoff model was developed by combining the areas of the Ocean Gateway Project for which runoff is collected and passed through the treatment unit in question. The model was then modified to reflect the proposed Longfellow project. The model was run twice: once with the Residences and Retail complex, central plaza, the Grand Trunk Building and adjacent courtyard collected and passed through the treatment unit; and once with the Parking Garage and open area to the North also collected and treated. Results of the model runs are summarized in Table 2 below. Supporting HydroCad data has been attached to this Memorandum for reference. The results for the Ocean Gateway Project are taken from the MeDEP approved Ocean Gateway Stormwater Management Plan.

Table 2: Runoff Summary

COLLECTION AREA	PEAK RUNOFF 1 Year (CFS)	PEAK RUNOFF 25 Year (CFS)
Ocean Gateway Project (Currently under construction)	7.81	19.32
Ocean Gateway Project with addition of Residences and Retail complex and the Grand Trunk Building	8.85	21.87
Ocean Gateway Project and addition of Residences and Retail complex, the Grand Trunk Building and Parking Garage	10.45 ^A	25.51 ^B

^A - Exceeds 1-yr capacity through Vortechs Model 16000, by Vortechincs, for both 60% and 50% TSS removal.

^B - Exceeds design capacity through Vortechs Model 16000, by Vortechincs, and 10-foot diameter Downstream Defender, by Hydro International.

AH 6.11



Given that the Ocean Gateway contractor (Reed & Reed) has submitted the 10-foot diameter Downstream Defender for use on the project, it is anticipated that this unit will be installed as part of the Ocean Gateway construction. Runoff from the Residences and Retail complex, Grand Trunk Building and Parking Garage could all be routed through the stormwater treatment unit without adversely affecting the 1-year peak runoff treatment capacity.

The peak runoff from the 25-year storm exceeds the published capacity of 25.0 cfs through the unit by 0.51 cfs. Hydro International, the manufacturer of the Downstream Defender, was contacted to determine the effects of the increased flow through the unit. It was determined that the peak runoff rate of 25.51 cfs would not create any adverse condition with respect to either resuspension of collected sediment in the stormwater treatment unit, or with headloss leading to surcharge of the upstream collection system. The response from Hydro International has been attached to this memorandum.

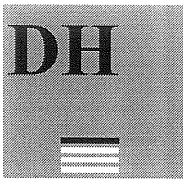
Conclusion

The addition of the Residences and Retail complex and the Grand Trunk Building will not cause runoff rates to exceed the capacities of the Ocean Gateway treatment unit. The addition of the Parking Garage will create a peak runoff rate in excess of the published capacity of the stormwater treatment unit. However, discussions with the vendor confirmed that the peak runoff rate of 25.51 cfs could safely pass through the stormwater treatment unit without resuspension of collected sediment or surcharge of the upstream collection system. No additional infrastructure is required at the Ocean Gateway site to accommodate runoff from the Longfellow project.

KRV/
203555.05

Attachments

cc: File



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AH. G.b.1

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

MEMORANDUM

DATE: April 6, 2006

TO: Bill Needelman, City of Portland Planning

FROM: Stephen R. Bushey, P.E.

SUBJECT: The Longfellow at Ocean Gateway, Site Plan review
Engineering review comments

Bill,

DeLuca-Hoffman Associates, Inc. has reviewed the submission materials prepared by Woodard and Curran on behalf of Riverwalk, LLC for the Longfellow at Ocean Gateway project. These materials have included plans and supporting documents provided over multiple submissions beginning in December 2005. This includes the latest submission dated April 5, 2006 that was delivered directly to this office by the engineer.

Based on our review of the materials, it is our opinion that the submission package is well prepared and comprehensive in addressing the requirements set forth in the City's Site Plan Review requirements. Our review has primarily focused on the design aspects related to general site layout, grading, utilities layout, drainage and stormwater management and erosion control. We trust that other City Staff or professional consultants will cover many other aspects of the project. On the basis of the technical aspects we have reviewed, it is our opinion that the project is ready for consideration for action by the Planning Board assuming that the applicant can address the following minor comments.

1. The development involves four properties accounting for 2.92 acres of area. The properties have been developed in various manners over their history and have generally been fully covered by hard surfaces under current conditions. The proposed project will involve new construction over most of the site with the end result that the amount of impervious surface will be slightly reduced and landscaping coverage improved across some of the property.
2. The project will result in a reduction of contributing area to the City's combined sewer system therefore decreasing the volume of stormwater runoff entering the system that ultimately requires treatment at the City's treatment plan or overflows as combined flow into the Fore River. This is a beneficial result to the City's overall CSO program.
3. The project involves the construction of new drainage infrastructure with the development sites and adjacent streets including Commercial and Hancock Streets. The drainage infrastructure will link with other measures under construction as part of the

Ocean Gateway project and will make use of a water quality treatment (WQU) that will be installed as part of Ocean Gateway. Woodard and Curran have provided supporting materials addressing the capacity of the new infrastructure including the WQU. Based on the submitted materials it is our opinion that adequate measures have been provided for the collection, conveyance and treatment of stormwater runoff from the property as well as within the watershed block defined by India Street, Fore Street, Hancock Street and Commercial Street. We note that the proposed WQU will be at capacity with the introduction of flows from the Longfellow project. Future development activity uphill of the area, such as on the Village Café site, may require additional measures for water quality treatment.

We note that the applicant has requested a waiver of the Stormwater Quantity control Standards, simply due to the fact that the stormwater discharge will be directly to the Fore River, which is tidal in nature. We concur with this waiver request and assume any conditions of approval will address this item.

4. We suggest the Public Works Dept. consider the installation of sampling manholes at each of the sewer services leaving the Longfellow Residences building prior to direct connection into the City's system
5. We suggest that the engineer clarify the installation of the routing of overhead and underground power/telephone/cable utilities around the development vicinity. The Utility plan currently depicts an underground alignment beneath the sidewalk along the west side of Hancock Street. The city Arborist should comment regarding the acceptance of running underground conduit beneath tree plantings etc.
6. The 6" sanitary service from the Gateway Garage contains a note stating the connection will be to the storm drain. We assume this was intended to say "sewer main".
7. We agree with the use of an oil/water separator on the storm drain line out of the garage. Details for the separator should be provided for the City's records.
8. The Public Works Dept. should review the limits of street reconstruction and repaving proposed with the project and determines if the street repaving limits are adequately represented in the plans, considering current nearby street conditions and City paving schedules. In other words, since some of the streets will be repaved as part of the project, might the City consider additional paving work in the project vicinity, if it is needed, in order to arrive at a more consistent paving condition throughout. The plans may also need to reflect the City's surface repaving requirements for multiple trench openings in the streets, particularly for Commercial and Fore Streets, for example.
9. We suggest that a condition of approval include requirements to properly remove or discontinue all utility services into the site's that are currently known and won't be reused or are discovered during the construction process. Record information on these services should be provided to the City's archivist for future reference.
10. The Public Works Department and Portland Water District should comment regarding their desire to replace existing sewer or water mains in the street since the streets will be open as part of the project, and repair/replacement to any aged/problem lines may be well timed to completed during this project.

AH. 6.b.3

11. The applicant has provided an Erosion control report outlining the measures to be taken to avoid erosion and sediment transport from the site. This report along with the Maintenance aspects appears acceptable and meets the City's requirements.

We trust these comments are beneficial and we look forward to any further assistance we may provide the City Staff on this project.

If you have any questions please call this office.

AA.15.b.1



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April 4, 2006

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

RE: Longfellow Parking Garage and City Parcel Development
Portland, Maine

Dear Bill:

Gorrill-Palmer Consulting Engineers, Inc. is pleased to respond to the review comments made by Tom Errico of Wilbur-Smith Associates and Jim Carmody dated March 31, 2006 regarding the above referenced project. For ease of review, each comment has been repeated below followed by our response.

Comment 1 – The Applicant needs to provide a recommendation on the provision of on-street parking on Middle Street between India Street and Hancock Street.

Response – With a width of approximately 29 feet, Middle Street only has sufficient width to provide on-street parking on one side of the street. Based on a review of driveway locations and roadway alignment, it is the recommendation of our office that on-street parking be provided on the southeastern side of Middle Street between India Street and the proposed garage access. The remainder of the parking should be located on the northwest side of Middle Street between the proposed Village access and Hancock Street. Based on a length of twenty feet per on-street parking space, this would yield nine spaces. It should be noted, however, that the final layout for on-street parking should be determined when the final Application for the Village site is received.

Comment 2 – The Applicant will be expected to make a financial contribution to the implementation of future improvements at the India Street/Middle Street intersection.

Response – No response required.

Comment 3 – Traffic impacts to the eastern promenade area including Mountfort Street has long been a concern associated with development activity in the Eastern Waterfront area. This project should participate in a monitoring program.

Response – The Applicant is very sensitive to the concerns of the neighborhood residents in the eastern promenade area. The project has been designed to minimize impacts to this area to the extent possible.

Mr. William Needelman
April 4, 2006
Page 2 of 6

Comment 4 – The Traffic Impact Study illustrates a significant number of trips turn right from Middle Street onto India Street. It is unclear where these trips are destined to. An explanation should be provided.

Response – Based on a review of the turning movement diagrams, the figures do show a significant amount of trips forecast from Middle Street eastbound to India Street southbound in the other development figures. These are largely due to the trip assignment associated with the Westin project (the former Jordan's site) and the Ocean Gateway project. In the case of the Ocean Gateway project, these movements could also occur at Fore Street. However, with the provision of an exclusive left turn lane from Franklin Street Arterial at Middle Street, it is expected that many of these trips will use Middle Street to India Street, rather than turning left at Commercial Street. For the purposes of the study, this results in a conservative analysis.

It should also be noted that any study referencing traffic from the Ocean Gateway is conservative, as the trip generation is based on the presence of two cruise ships docked at the facility simultaneously. Based on our prior work with the permitting of this project, it is anticipated that this would only occur several times per year.

Comment 5 – I do not support the provision of a right-turn lane on Middle Street at India Street. Loss of on-street parking spaces in this area should be minimized.

Response – Please refer to our response to Comment 6 below; our office will support the retention of the current one-lane approach on this street.

Comment 6 – The Applicant should evaluate the feasibility of providing a multi-way stop sign installation at the India Street/Middle Street intersection. The Applicant should assess whether the intersection meets MUTCD warrants and assess queuing issues on India Street between Middle Street and Fore Street.

Response – Our office examined the potential for a multi-way STOP intersection at the intersection of India Street and Middle Street. Based on the warrants detailed on Page 2B-8 of the MUTCD, the following criteria should be considered prior to installation of a multi-way STOP:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. A crash problem, as indicated by five or more reported crashes in a twelve-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operation and characteristics of the intersection.

Based on a review of the intersection, the intersection does not satisfy criteria B. Although the minor street volumes referenced for the purposes of a traffic signal did not include the right turns, these would be included in the warrant for a multi-way stop. Although only three hours of data were available, is it the expectation of our office that at least eight hours of forecast traffic would satisfy the warrant. The volumes for this analysis were originally compiled in the traffic impact study and can be found in the appendix of that report. In addition, installation of a multiway STOP intersection would satisfy Other Criteria B and D. Although not currently residential, this portion of the City will be increasingly so in the future. Therefore, it is the opinion of our office that installation of multi-way stop control is **warranted**.

A review of the HCM results for this location indicates that significant delay would result in conversion to an all-way intersection. However, our office exported the study area network to SimTraffic, as it models gaps created in traffic by adjacent intersections and provides a more

Mr. William Needelman
 April 4, 2006
 Page 4 of 6

realistic model of driver behavior. Our office compiled the average of five runs. The results for the intersection are shown in the following table:

Level of Service for India Street at Middle Street (Unsignalized)

Lane Group	PM Peak Hour: Postdevelopment Volumes			
	HCM Results		SimTraffic Results	
	Delay	LOS	Delay	LOS
Middle – EB LTR	91	F	27	D
Middle – WB LTR	32	D	10	B
India – NB LTR	>100	F	23	C
India SB LTR	48	E	18	C
Overall	>100	F	21	C

As can be seen in the above table, the SimTraffic results indicate acceptable levels of service. In addition, our office examined the queues based on the five SimTraffic runs, which are shown in the following table:

Level of Service for India Street at Middle Street (Unsignalized)

Lane Group	PM Peak Hour: Postdevelopment Volumes – SimTraffic Queues		
	Storage Available (ft.)	Average Queue (ft.)	95 th Percentile Queue (ft.)
Middle – EB LTR	320 ft. (Hampshire St.)	150 ft.	310 ft.
Middle – WB LTR	175 ft. (Gateway Garage)	55 ft.	95 ft.
India – NB LTR	220 ft. (Fore St.)	135 ft.	205 ft.
India SB LTR	210 ft. (Newbury St.)	95 ft.	190 ft.

Based on this analysis, the average queues as well as the 95th percentile queues are not forecast to block adjacent intersections. Once again, we would note that the volumes used are conservative reflecting two cruise ships in port simultaneously at the Ocean Gateway project which will be infrequent.

Therefore, it is the opinion of our office that a multi-way stop treatment should be placed at this intersection. As forecast in the Eastern Waterfront Master Plan, this location will ultimately require a traffic signal, but as the forecast approach volumes with this project, the Village Project, the Ocean Gateway and the Westin site will not trigger the signal warrants, the signage will serve this intersection for the near future.

Comment 7 – The trip generation calculations are based upon building areas that do not match those provided in the body of the report. An explanation should be provided.

Response – The body of the text references the appropriate sizes for uses. However, two of the sheets enclosed in the Appendix (for the retail and office building) were not the sheets referencing the square footages as utilized in the study. The appropriate sheets are enclosed with this letter.

Please note that the trip generation in the report was based on the appropriate building sizes, and as such the trip generation in the report and the analysis is appropriate.

Comment 8 – I do not fully endorse the adjustments included for traffic generation in the Traffic Impact Study. I support the concept of alternative journey-to-work modes for urban developments, but in my professional opinion insufficient information/research has been provided to make a definitive conclusion for Portland. However, in my opinion the adjustment incorporate was relatively minor and I do not believe the conclusions would change if no adjustment was applied.

Response – It is the opinion of Gorrill-Palmer Consulting Engineers, Inc. that the trip generation adjustments for the project are, if anything conservative. As was discussed in the text of the report, the adjustments were only ten percent, and did not include the office component. The reduction for the residential component, at ten percent, is less than half the reduction utilized (twenty-three percent) and accepted in housing components for prior studies on the peninsula. The information was based on journey to work information for the Portland Peninsula from the 2000 Census, and is therefore based on actual journey-to-work surveys.

The rates utilized in the *Trip Generation* publication are most appropriate to suburban uses and therefore representative of a high percentage of trip to work via automobile. As such, it is our opinion that short of completing a peninsula-wide trip generation study of different uses on the Peninsula, there is no feasible way to provide improved documentation on trip generation.

As for the remaining uses with a trip generation reduction, MaineDOT typically allows for a ten percent shared trip generation reduction for commercial sites with multiple complementary uses, and for locations in a suburban setting. If anything, the location of this project in a downtown area with a significant amount of office and proposed housing space would provide a much greater opportunity for shared trips.

Comment 9 – The Traffic Impact Study suggests that Travel Demand Management techniques be incorporated, including Promotion of Public Transit, Ridesharing Program, and provision of Bicycle Amenities. The Applicant should elaborate on these items and how they will be implemented.

Response –The Applicant would be responsible for providing a point of contact for TDM measures. A representative of the Applicant would serve as a transportation coordinator for the facility (and potentially other facilities held by the Applicant) and would hold the responsibilities of coordinating ride share, providing transit information, and promoting use of alternate modes.

Mr. William Needelman
April 4, 2006
Page 6 of 6

Gorrill-Palmer Consulting Engineers, Inc. appreciates the opportunity to respond to these comments and looks forward to your review of our responses. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.



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

Copy: Drew Swenson
Dave Senus, Woodard and Curran

TLG/rmg/JN934/Needleman04-03-06

AH.15.6.7

HCM Unsignalized Intersection Capacity Analysis T:\934\Synchro\postPMSimTrafAllWay.sy7
 4: Middle Street & India Street 4/3/2006

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	118	103	178	42	133	60	98	332	81	38	179	109
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)	136	118	205	51	160	72	109	369	90	42	199	121
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	459	283	568	362								
Volume Left (vph)	136	51	109	42								
Volume Right (vph)	205	72	90	121								
Hadj (s)	-0.19	-0.12	-0.04	-0.16								
Departure Headway (s)	8.4	9.1	8.5	8.7								
Degree Utilization, x	1.07	0.72	1.34	0.87								
Capacity (veh/h)	427	383	432	402								
Control Delay (s)	91.3	32.1	194.3	48.0								
Approach Delay (s)	91.3	32.1	194.3	48.0								
Approach LOS	F	D	F	E								

Intersection Summary

Delay		106.9		
HCM Level of Service		F		
Intersection Capacity Utilization		89.1%	ICU Level of Service	E
Analysis Period (min)		15		

SimTraffic Performance Report
T:\934\Synchro\postPMSimTrafAllWay.sy7

3: Commercial St. & India Street Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	8.5	8.1	10.7	9.9	9.1	9.3
St Del/Veh (s)	6.5	6.2	9.1	8.3	7.4	7.6

4: Middle Street & India Street Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	18.1	22.2	27.8	21.3	15.0	20.9
St Del/Veh (s)	15.6	19.9	25.9	19.1	12.4	18.6

7: Fore St. & Garage RT Drive Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	1.5	1.6	1.8	1.7	1.4	1.6
St Del/Veh (s)	0.6	0.7	0.9	0.7	0.5	0.6

9: Fore St. & Condo Drive Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	0.8	0.8	0.9	0.9	0.8	0.9
St Del/Veh (s)	0.2	0.3	0.4	0.3	0.2	0.3

11: Middle Street & Village Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	3.0	3.3	2.8	3.3	3.7	3.2
St Del/Veh (s)	2.1	2.3	1.9	2.3	2.7	2.3

17: Commercial St. & Franklin St. Art. Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	24.1	24.0	26.1	25.0	26.0	25.1
St Del/Veh (s)	21.0	20.8	22.9	21.7	22.8	21.8

19: Fore St. & Hancock Street Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	2.4	2.3	2.5	2.5	2.7	2.5
St Del/Veh (s)	1.6	1.4	1.6	1.6	1.8	1.6

22: Commercial St. & Hancock Street Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	2.2	2.6	2.4	2.3	2.4	2.4
St Del/Veh (s)	1.1	1.4	1.4	1.2	1.3	1.3

Att. 15b.9

38: Fore St. & Franklin St. Art. Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	21.8	20.3	23.3	23.1	19.3	21.6
St Del/Veh (s)	18.7	17.3	20.1	19.9	16.5	18.5

39: Fore St. & India Street Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	16.6	16.4	19.0	17.5	15.0	16.9
St Del/Veh (s)	13.7	13.6	16.1	14.6	12.2	14.1

43: Middle Street & Franklin NB Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	20.6	19.2	20.2	20.5	19.5	20.0
St Del/Veh (s)	17.1	15.9	16.8	17.0	16.2	16.6

210: Middle Street & Hancock Street Performance by run number

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	2.0	1.6	1.8	2.1	2.0	1.9
St Del/Veh (s)	1.2	0.9	1.0	1.2	1.2	1.1

Total Network Performance By Run

Run Number	1	2	3	4	Avg	
Delay / Veh (s)	52.7	52.2	59.8	56.1	50.1	54.2
St Del/Veh (s)	42.1	41.9	49.2	45.2	39.7	43.7

3: Commercial St. & India Street Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	11.0	6.9	7.3	9.3
St Del/Veh (s)	9.5	4.9	5.3	7.6

4: Middle Street & India Street Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	26.8	9.8	23.4	17.7	20.9
St Del/Veh (s)	23.6	8.1	21.7	14.8	18.6

7: Fore St. & Garage RT Drive Performance by approach

Approach	EB	WB	SB	All
Delay / Veh (s)	1.4	1.3	7.3	1.6
St Del/Veh (s)	0.4	0.4	7.6	0.6

9: Fore St. & Condo Drive Performance by approach

Approach	EB	WB	NB	All
Delay / Veh (s)	0.6	1.0	9.9	0.9
St Del/Veh (s)	0.0	0.4	9.2	0.3

11: Middle Street & Village Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	1.9	0.7	5.5	3.4	3.2
St Del/Veh (s)	0.7	0.3	4.5	3.4	2.3

17: Commercial St. & Franklin St. Art. Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	27.7	33.7	18.3	20.0	25.1
St Del/Veh (s)	23.6	29.5	17.3	17.3	21.8

19: Fore St. & Hancock Street Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	0.8	0.9	11.7	8.7	2.5
St Del/Veh (s)	0.1	0.2	9.7	7.7	1.6

22: Commercial St. & Hancock Street Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	1.6	0.3	6.0	6.8	2.4
St Del/Veh (s)	0.3	0.0	4.1	4.6	1.3

Att 15.5.11

38: Fore St. & Franklin St. Art. Performance by approach

Approach	WB	NB	SB	NE	All
Delay / Veh (s)	39.6	8.4	19.8	23.4	21.6
St Del/Veh (s)	36.1	6.2	15.7	21.3	18.5

39: Fore St. & India Street Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	22.3	6.6	14.2	23.2	16.9
St Del/Veh (s)	18.4	5.1	11.1	20.4	14.1

43: Middle Street & Franklin NB Performance by approach

Approach	EB	WB	NB	SB	All
Delay / Veh (s)	36.4	18.0	7.6	22.8	20.0
St Del/Veh (s)	31.5	15.0	5.3	19.2	16.6

210: Middle Street & Hancock Street Performance by approach

Approach	EB	NB	SB	All
Delay / Veh (s)	4.6	1.2	0.3	1.9
St Del/Veh (s)	3.2	0.3	0.1	1.1

Total Network Performance

Delay / Veh (s)	54.2
St Del/Veh (s)	43.7

Queuing and Blocking Report
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Intersection: 3: Commercial St. & India Street

Movement	EB	B18	WB	SB
Directions Served	LT	T	TR	LR
Maximum Queue (ft)	164	127	73	97
Average Queue (ft)	109	14	46	51
95th Queue (ft)	172	70	70	85
Link Distance (ft)	93	310	82	227
Upstream Blk Time (%)	15		0	
Queuing Penalty (veh)	69		0	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Middle Street & India Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	369	102	205	240
Average Queue (ft)	147	55	132	93
95th Queue (ft)	307	91	204	187
Link Distance (ft)	494	145	168	656
Upstream Blk Time (%)	0	0	5	
Queuing Penalty (veh)	1	0	21	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Fore St. & Garage RT Drive

Movement	EB	WB	SB
Directions Served	T	TR	R
Maximum Queue (ft)	75	71	48
Average Queue (ft)	14	15	21
95th Queue (ft)	52	54	46
Link Distance (ft)	71	61	146
Upstream Blk Time (%)	0	1	
Queuing Penalty (veh)	1	2	
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Queuing and Blocking Report
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Intersection: 9: Fore St. & Condo Drive

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	53	69	36
Average Queue (ft)	5	10	9
95th Queue (ft)	27	41	31
Link Distance (ft)	61	91	163
Upstream Blk Time (%)	0	0	
Queuing Penalty (veh)	0	0	
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 11: Middle Street & Village

Movement	EB	WB	NB	NB	SB
Directions Served	LTR	LTR	L	R	LR
Maximum Queue (ft)	49	22	94	29	50
Average Queue (ft)	9	2	45	4	25
95th Queue (ft)	34	14	78	20	46
Link Distance (ft)	145	142	160	160	147
Upstream Blk Time (%)			0		
Queuing Penalty (veh)			0		
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 17: Commercial St. & Franklin St. Art.

Movement	EB	EB	EB	B16	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	R	T	LT	R	LT	T	R	L	T	R
Maximum Queue (ft)	226	362	66	51	316	176	111	80	66	154	206	144
Average Queue (ft)	155	163	29	4	147	37	58	25	30	50	83	64
95th Queue (ft)	237	326	72	31	258	123	102	63	55	112	166	123
Link Distance (ft)		313		320	310		194	194	194		275	275
Upstream Blk Time (%)		1			0							0
Queuing Penalty (veh)		0			1							0
Storage Bay Dist (ft)	200		40			150				300		
Storage Blk Time (%)	5	31	1		9	0						0
Queuing Penalty (veh)	19	104	3		5	0						0

Queuing and Blocking Report
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Intersection: 19: Fore St. & Hancock Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	52	74	91	57
Average Queue (ft)	9	9	36	23
95th Queue (ft)	35	39	64	44
Link Distance (ft)	91	257	240	153
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 22: Commercial St. & Hancock Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	47	14	30	64
Average Queue (ft)	11	1	7	34
95th Queue (ft)	38	8	28	54
Link Distance (ft)	256	275	256	240
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 38: Fore St. & Franklin St. Art.

Movement	WB	B6	NB	NB	SB	SB	NE	NE	B211	B37
Directions Served	<LR	T	LT	TR	LT	TR	L	R>	T	T
Maximum Queue (ft)	304	16	110	103	240	225	186	214	89	14
Average Queue (ft)	175	1	34	24	179	74	85	114	4	0
95th Queue (ft)	284	16	81	72	268	178	155	194	46	10
Link Distance (ft)	269	167	275	275	201	201	155	155	207	127
Upstream Blk Time (%)	3				11	0	1	4	0	
Queuing Penalty (veh)	8				33	1	0	0	0	
Storage Bay Dist (ft)										
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 39: Fore St. & India Street

Movement	EB	B6	WB	NB	NB	SB
Directions Served	LTR	T	LTR	L	TR	LTR
Maximum Queue (ft)	235	136	107	64	218	201
Average Queue (ft)	148	14	64	22	104	126
95th Queue (ft)	248	75	103	60	190	209
Link Distance (ft)	167	269	71		227	168
Upstream Blk Time (%)	11		5		1	8
Queuing Penalty (veh)	47		20		3	33
Storage Bay Dist (ft)				35		
Storage Blk Time (%)				2	29	
Queuing Penalty (veh)				6	9	

Intersection: 43: Middle Street & Franklin NB

Movement	EB	EB	WB	WB	NB	NB	SB	SB	SB	B123
Directions Served	L	TR	LT	R	LT	TR	L	T	TR	T
Maximum Queue (ft)	175	382	207	106	182	184	225	359	278	43
Average Queue (ft)	121	140	80	44	83	83	105	138	85	2
95th Queue (ft)	188	293	161	95	151	157	205	277	192	24
Link Distance (ft)		546	494		201	201		332	332	377
Upstream Blk Time (%)		0			0	0		2	0	
Queuing Penalty (veh)		0			0	1		0	0	
Storage Bay Dist (ft)	150			100			200			
Storage Blk Time (%)	7	4	5	0			3	4		
Queuing Penalty (veh)	15	10	9	0			8	6		

Intersection: 210: Middle Street & Hancock Street

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	49	31
Average Queue (ft)	28	2
95th Queue (ft)	49	15
Link Distance (ft)	142	153
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 438

JN: 934
 Project Description: The Longfellow
 Project Location: Portland, Maine
 Date: February 22, 2006

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): 19,994

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)	886	4	50% 50%	443 443	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	T = 0.74 (X)	15	N/A	60% 40%	9 6	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.71 (X)	54	5	45% 55%	24 30	---
AM Peak Hour of Generator	T = 6.84 (X)	137	4	50% 50%	69 68	---
PM Peak Hour of Generator	T = 5.02 (X)	100	3	55% 45%	55 45	---
Saturday	T = 42.04 (X)	841	3	50% 50%	421 420	---
Saturday Peak Hour of Gen.***	T = 6.63 (X)	133	3	50% 50%	67 66	---

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center and applied to 814 PM rate.

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

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	893	4	50% 50%	447 446	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	---	---	N/A	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.40 (X) + 21.48	69	5	45% 55%	31 38	0.98
AM Peak Hour of Generator	T = 4.91 (X) + 115.59	214	4	50% 50%	107 107	0.90
PM Peak Hour of Generator	---	---	3	---	---	---
Saturday	---	---	3	---	---	---
Saturday Peak Hour of Gen.	---	---	3	---	---	---

* Percentages rounded to nearest 5%
 (---) Not Given

AM Peak of Adjacent Street 7-9 AM***
 Saturday Peak Hour**

T = 0.275 (PM Peak Hour)
 T = 1.325 (PM Peak Hour)

60% 40%
 50% 50%

11 8
 46 45

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

****AM Peak Hour of Adjacent Street comes from a ratio of PM to AM trip rates from LUC 820 - Shopping Center

Handwritten: AH 15.b.15

JN: 934
 Project Description: The Longfellow
 Project Location: Portland, Maine
 Date: February 22, 2006

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**General Office Building
 Land Use Code (LUC) 710**

Gross Floor Area 23,789

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	$\ln(T) = 0.77 \ln(X) + 3.65$	442	78	50%	50%	221	221	0.80
AM Peak Hour	$\ln(T) = 0.80 \ln(X) + 1.55$	59	217	90%	10%	53	6	0.83
PM Peak Hour	$T = 1.12(X) + 78.81$	105	235	15%	85%	16	89	0.82
Saturday	$T = 2.14(X) + 18.47$	69	17	50%	50%	35	34	0.66
Peak Hour of Generator	$\ln(T) = 0.81 \ln(X) - 0.12$	12	10	55%	45%	7	5	0.59

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	$T = 11.01(X)$	262	78	50%	50%	131	131	---
AM Peak Hour	$T = 1.55(X)$	37	217	90%	10%	33	4	---
PM Peak Hour	$T = 1.49(X)$	35	235	15%	85%	5	30	---
Saturday	$T = 2.37(X)$	56	17	50%	50%	28	28	---
Saturday Peak Hour of Gen.	$T = 0.41(X)$	10	10	50%	50%	5	5	---

* Percentages rounded to nearest 5%

PM Peak Hour: T = 1.49/1.55 (AM Peak)

15% | 85% | 9 | 48 | 0.82

AT 15.6.16

Bill—

The current status of my comments are noted below and are based upon the April 4, 2006 letter from Gorrill-Palmer Consulting Engineers, Inc. and new information provided by Woodard and Curran transmitted to me by hand today.

- Fore Street is proposed to have a width of 24 feet. The street should probably have a minimum curb-to-curb width of approximately 28 feet. Eric Labelle should be consulted for the appropriate width. Eric Labelle has indicated that a width of 24 feet is acceptable. I have no further comment.
- I do not support the vehicle turn-out on Commercial Street. I would suggest that the curb line remain tangential along Commercial Street and the parking spaces have appropriate regulation that reflects the needs of the development. The drop-off area on Commercial Street will serve no other added benefit versus a condition where curbside parking spaces are regulated to be either "Valet" parking or "short-term" parking. The drop-off area will result in less on-street parking (2 to 3 parking spaces), create an indirect path for pedestrians, and present difficulties for winter maintenance/snow removal. For these reasons, I would suggest that it not be provided.
- The applicant should investigate the feasibility of providing a curb extension on the northeast corner of the India Street/Commercial Street intersection. Upon further review, a curb extension at this location will negatively impact the travel lane alignment of traffic lanes along Commercial Street and I do not recommend any change.
- The curb openings for the Pump Station at the corner of India Street and Fore Street should be designed with "mountable" curbing, such that the infrequent entry and exit maneuvers can occur. Because of the infrequent volume, I would suggest that the curb-cut widths be minimized. Outstanding
- Information should be provided as to the types of vehicles expected to use the truck loading alley on Fore Street between the Parking Garage and the Office Building. "Auto-Turn" vehicle template graphics should be provided that illustrates the feasibility of the maneuvers. The data provided indicates that a single-unit truck can access the loading alley, but it is very tight. It is unclear whether a vehicle door can open when the vehicle is parked in the alley.
- The curb-cut for the residential underground parking garage is very wide. It is my understanding that this width is to accommodate entry and exit movements from the garage and access to a truck loading facility. I would suggest that the applicant consider pavement treatments that provide delineation between the primary entry/exit lanes and the truck loading lane. Outstanding

April 7, 2006

- The applicant should provide information that the truck loading area in the residential parking garage can support a WB-50 Tractor trailer. The applicant should provide documentation that when the truck is located in the loading bay, that the sidewalk will not be blocked. The plan also indicates that the driveway width for the residential garage will be 15-feet wide. This width does not meet the City standard and further review will be necessary.
- The primary parking garage exit onto Fore Street will be restricted to right-turn movements only. The design of the facility should attempt to incorporate features that physically prevent left-turn maneuvers. Outstanding
- The applicant needs to provide a plan that illustrates the roadway alignment features along Fore Street between the new section adjacent to the project and the existing section east of Hancock Street. Outstanding
- The applicant needs to provide a recommendation on the provision of on-street parking on Middle Street between India Street and Hancock Street. The applicant has provided a recommendation and I concur. No further comment.
- The applicant will be expected to make a financial contribution to the implementation of future improvements at the India Street/Middle Street intersection. Long-term improvement strategies as contained in the Portland Peninsula Study indicate traffic signalization will be necessary at the subject intersection as development activity continues. Based upon previous developer contributions, it is my recommendation that the applicant contribute \$8,100.00 to the implementation of possible future improvements (including signalization) at this location. I would suggest that the monetary contribution be placed in an escrow account to be applied to unspecified future transportation improvements at the subject intersection. If the escrow money is not used within ten years of the escrow agreement date, the money and accrued interest shall be returned to the applicant.
- The applicant should provide “Auto-Turn” vehicle template graphics for all right-turn movements at the Fore Street/Hancock, Middle Street/Hancock Street, Commercial Street/Hancock Street and India Street/Commercial Street intersections for Passenger Car, SU-30, and WB-50 vehicles types. The requested information has been provided and I have no further comment.
- Traffic impacts to the eastern promenade area including Mountfort Street has long been a concern associated with development activity in the Eastern Waterfront area. This project should participate in a monitoring program. Outstanding
- The Traffic Impact Study illustrates a significant number of trips turn right from Middle Street onto India Street. It is unclear where these trips are destined to. An explanation should be provided. Figure 6 of the Traffic Impact Study indicates that 142 trips will leave the Fore Street/India Street intersection destined to Fore Street. The volumes at Fore Street indicate only 33 trips will be added. I do not believe a

April 7, 2006

loss of trips will occur between the intersections and therefore adjustments will need to be incorporated.

- I do not support the provision of a right-turn lane on Middle Street at India Street. Loss of on-street parking spaces in this area should be minimized. The applicant agrees and I have no further comment.
- The applicant should evaluate the feasibility of providing a multi-way stop sign installation at the India Street/Middle Street intersection. The applicant should assess whether the intersection meets MUTCD warrants and assess queuing issues on India Street between Middle Street and Fore Street. The applicant recommends that the subject installation become a multi-way stop controlled intersection. I concur with the recommendation and have no further comment.
- The trip generation calculations are based upon building areas that do not match those provided in the body of the report. An explanation should be provided. The trip generation tables were mislabeled and I have no further comment.
- I do not fully endorse the adjustments included for traffic generation in the traffic impact study. I support the concept of alternative journey-to-work modes for urban developments, but in my professional opinion insufficient information/research has been provided to make a definitive conclusion for Portland. However, in my opinion the adjustment incorporated was relatively minor and I do not believe the conclusions would change if no adjustment was applied. The adjustments incorporated for this specific project seem reasonable, but this approval does not constitute an acceptance by the City that similar adjustments are appropriate or accepted for all similar type land use projects proposed on the peninsula. The City reserves the right to require different adjustment factors in the future.
- The traffic impact study suggests that Travel Demand Management techniques be incorporated, including Promotion of Public Transit, Ridesharing Program, and provision of Bicycle Amenities. The applicant should elaborate on these items and how they will be implemented. I have no further comment.

If you have any questions or comments, please call me.

Best Regards,

Thomas A. Errico, P.E.
Senior Transportation Engineer
Wilbur Smith Associates
59 Middle Street
Portland, Maine 04101

Att.15c.4

T. Errico updated comments

April 7, 2006

(207) 871-1785 Phone

(207) 871-5825 Fax

Section 3 Development Entrances and Exits

3.A. Entrance and Exit Locations

Primary vehicle access to the mixed-use complex will be from a two-way driveway on Fore Street mid-block between India Street and the new Hancock Street Extension. A drop off area is located in front of the building on the westerly side of Commercial Street.

Access to the parking garage will be mid block along Middle Street between India and Hancock Streets. Access to the mixed use complex and to the garage have been designated for the southeasterly side of the streets to facilitate ease of access and provide for right turn movements into the site which reduces delay to thru traffic on Fore Street and Middle Streets and encourages traffic to access the sites from the Franklin Street Arterial.

3.B. Plan View

The proposed site plan is enclosed in Attachment 1A of Section 1.

Section 1 Site and Traffic Information

1.A. Site Description and Site Plan

The proposed site is located on the two city blocks bounded by the new Commercial Street extension, the new Hancock Street extension, and the existing India Street and Middle Street. The site is divided into two parts by Fore Street, which bisects the site. The site is identified on the following Portland Tax Maps:

- Map 19, Lot 19-A-1 (.56 Acres)
- Map 19, Lot 19-A-14 (1.06 Acres)
- Map 20, Lot 20-C-23 (.19 Acres)
- Map 20, Lot 20-C-9 (1.11 Acres)

The lots making up the site are currently owned by three private parties, and are occupied by the following uses: office and business services, governmental and parking, multi-use commercial, and manufacturing and construction. A site location map has been included in Attachment 1B.

1.B. Existing and Proposed Site Uses

The site is currently occupied by an inflatable boat repair shop, tax file storage, a restaurant and apartments, a storage building, and parking.

The proposed development comprises a six-story luxury complex that will include 11,730 s.f. of retail shops, a 5,400 s.f. restaurant, 14,500 s.f. health and fitness club, and 116 residential condominium units with 75 residential-only parking spaces below the complex on the south side of Fore Street, and a 19,800 s.f. five-story office building and 719 space parking garage on the north side of Fore Street to serve owners, employees and patrons of the development.

Primary vehicle access to the luxury complex site will be from a two way driveway located on the southerly side of Fore Street located nearly mid block between India and the new Hancock Street. A drop off area is located in front of the building on the westerly side of Commercial Street. Primary access to the garage site will be from a two way driveway located on Middle Street mid-block between India and Hancock. A secondary two-way access to the garage, accessing only approximately 65 spaces, is anticipated on Fore Street about 100 ft. back from India Street.

1.C. Site and Vicinity Boundaries

A site location map showing the development area is included in Attachment 1B. The site is bounded by various developed properties and properties under development, and several roadways, including the new Commercial Street extension, the new Hancock Street extension, and the existing India Street and Middle Street.

1.D. Proposed uses in the Vicinity of the Proposed 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 should be included:

- *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.
- *Fore Street Office Building proposed by the Olympia Companies*: 65,000 sf office building at the intersection of Fore Street and Custom House Street.

1.E. Trip Generation, Distribution, and Assignment

Trip Generation and Shared Use in a Mixed Use, Urban Environment

The construction of a mixed-use development which includes housing, office and retail benefits from the close proximity of complementing uses both on and off-site. As a result, such a facility is anticipated to generate less overall vehicular traffic trips than a comparable single-use facility in a suburban environment.

For the residential component of the project, it is anticipated that vehicular trip generation rates will be significantly lower than those referenced in ITE. ITE trip rates are based on surveys of predominantly suburban locations. For a residential project located in downtown Portland, the rate of vehicle use for peak hour trips (typically journey-to-work trips) are lower than the State of Maine as a whole.

Therefore, our office utilized journey-to-work information from the U.S. Census. The rate of private vehicle usage for residents of the Portland Peninsula was compared to the state overall:

Drive to Work Rate for Maine Residents: 90%
 Drive to Work Rate for Portland Peninsula Residents: 69%

Therefore, our office utilized a reduction factor of $(0.69/0.90) = 0.77$ for the trip generation of the residential component. This methodology has been used by our office before in Portland and found to be acceptable by the City.

In addition, it is anticipated that the health club, retail and dining portions of the facility will benefit from the office and housing components on-site as well as complementary uses in the immediate vicinity of the project (i.e. within walking distance.) For these uses, our office has anticipated a shared use rate of ten percent. It is the opinion of our office that, if anything, this assumption is conservative, particularly as no deduction has been given for the office component.

For the purposes of trip generation, we utilized the Institute of Transportation Engineers (ITE) publication Trip Generation, 7th Edition. The ITE publication references Land Use Code 230, Residential Condominium/Townhouse, 814 Specialty Retail, 931 Quality Restaurant, 492 Health/Fitness Club, and 710 General Office Building, as appropriate land use codes for this type of development. Based on this information, and the aforementioned mixed-use reduction, Gorrill-Palmer Consulting Engineers, Inc. forecasts the following trip ends for each use (a trip end is defined as either a trip to or from the site. Thus, a round trip would be the equivalent of two trip ends):

Estimated Trip Generation Summary for The Longfellow at Ocean Gateway

Use	Weekday	Peak Hour Trip Ends		
		AM	PM	Saturday
116 Residential Condominiums	561	45	60	59
11,730 s.f. Specialty Retail	520	14	32	78
5,400 s.f. Quality Restaurant	486	4	40	58
14,500 s.f. Health & Fitness Spa	477	18	59	38
19,800 s.f. General Office Building	383	51	49	8
Shared Use for Retail, Restaurant, Health Club (10%)	-148	-4	-13	-17
TOTAL	2279	128	227	224

Trip Generation for Previous Uses

Several previous traffic-generating uses were present at the site; a 11,880 s.f. inflatable boat repair shop and file storage at 1 India Street, a 3,800 s.f.

restaurant/lounge and 7,500 s.f. apartment building at 33 India Street, and a 2,002 s.f. storage building for the Shipyard Brewing Company at 127 Fore St. We estimated the trip generation of these uses using the publication ITE Trip Generation 7th Edition, Land Use Codes 150, Warehousing, 220, Apartment, and 931, Quality Restaurant. Warehousing was used as the closest approximation to the inflatable boat repair shop, as we believed it would generate far lower traffic volumes than most retail uses. Apartment trip generation data is provided by ITE *Trip Generation* 7th Edition in number of units, and so we assumed a 900 s.f. apartment unit average to arrive at 8 apartment units.

Estimated Trip Generation Summary for Previous Uses

Use	Weekday	Peak Hour Trip Ends		
		AM	PM	Saturday
11,880 s.f. Warehousing at 1 India St.	59	5	6	1
8-units Apartments	54	4	5	4
3,800 s.f. Quality Restaurant	342	3	28	41
2,002 s.f. Warehousing at 127 Fore St.	10	1	1	0
TOTAL	465	13	40	46

Net Trip Generation

The net trip generation was calculated by subtracting the trips generated by the previous uses from the trips generated by the proposed uses.

Estimated Net Trip Generation

Use	Weekday	Peak Hour Trip Ends		
		AM	PM	Saturday
Proposed Uses	2279	128	227	224
Previous Uses	465	13	40	46
TOTAL	1814	115	187	178

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. The distributions from Land Use Code 230, Residential Condominium/Townhouse, 814 Specialty Retail, 931 Quality Restaurant, 492 Health/Fitness Club, and 710 General Office Building, were combined in a weighted average based on trips generated to produce the following trip distribution:

PM Peak Hour: 48% entering, 52% exiting
 SAT Peak Hour: 55% entering, 45% exiting

Trip Composition and Assignment

Gorrill-Palmer Consulting Engineers, Inc. has estimated the following trip composition based on information obtained from the ITE publication, *Trip Generation Handbook*. This composition is provided on the following table and is based on, Land Use Code 820, Shopping Center and Land Use Code 831, Quality Restaurant. The ITE *Trip Generation Handbook* does not provide trip compositions for, Land Use Code 710, General Office Building, but office space is generally considered to have a trip composition of 100% primary.

Trip Composition by Use (Percentages)

Use	PM Peak Hour			Saturday Peak Hour		
	Primary	Pass-by	Diverted	Primary	Pass-by	Diverted
General Office Building	100	0	0	100	0	0
Shopping Center	40	35	25	40	25	35
Quality Restaurant	35	45	20	35*	45*	20*

*No ITE data. Assumed to be the same as PM.

Estimated Trip Composition Summary for The Longfellow at Ocean Gateway

Trip Type	PM Peak Hour			Saturday Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total
Primary	66	73	139	69	47	116
Pass-by	27	27	54	33	33	66
Diverted	17	17	34	21	21	42
Total	110	117	227	123	101	224

The trip assignment percentages are based on those established for the traffic impact study for 280 Fore Street as well as the former Jordan's site on India Street, as well as information from the Portland Peninsula Traffic Plan.

Trip distribution and trip assignment diagrams can be found in Attachment 1C, and trip generation calculations are found in Attachment 1D.

1.H. Attachments

Attachment 1A – Site Survey, Proposed Site Plan

Attachment 1B – Site Location Map

Attachment 1C – Trip Distribution and Trip Assignment

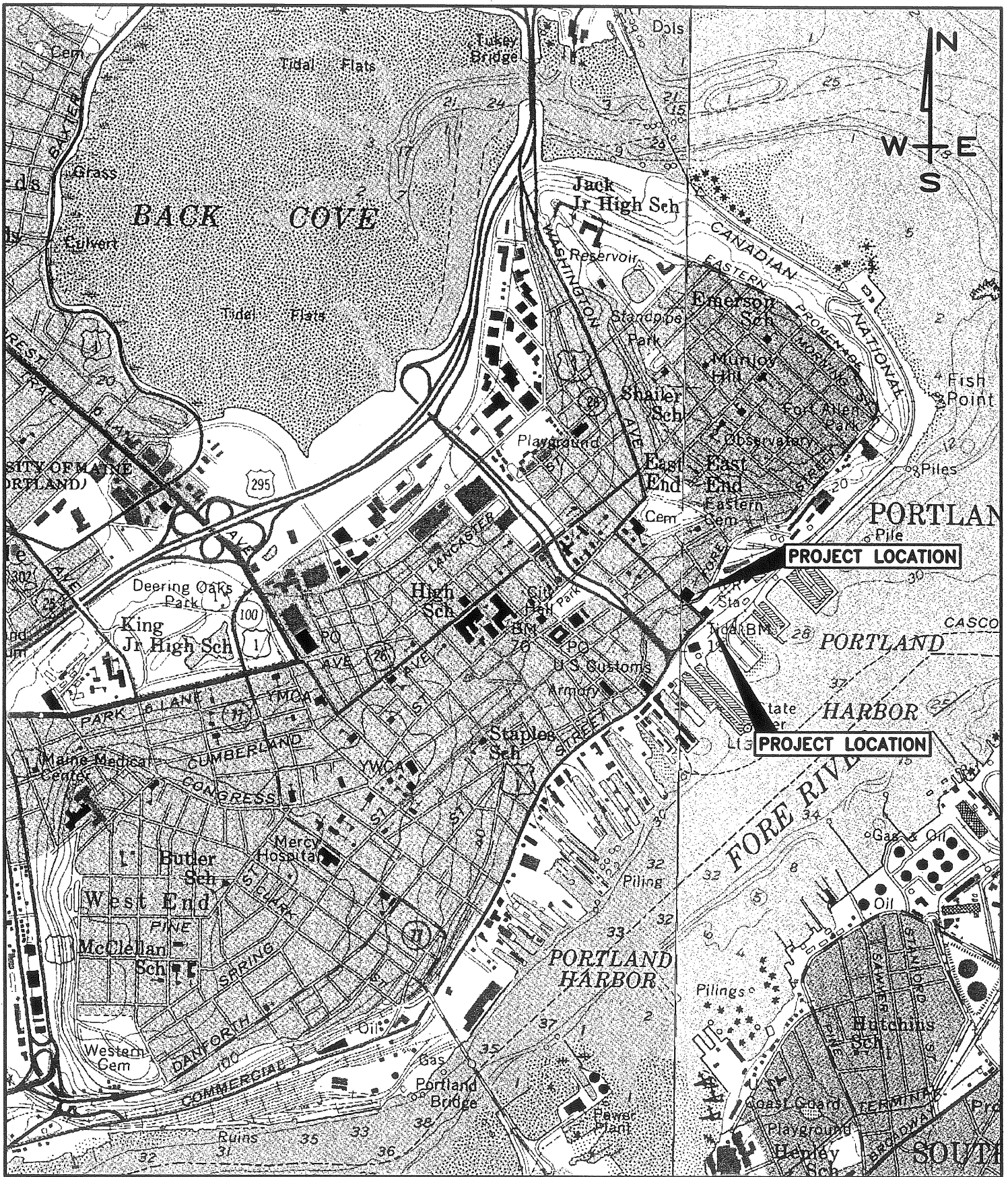
Attachment 1D – Trip Generation Calculations

Attachment 1A

Site Survey
Proposed Site Plan

Attachment 1B

Site Location Map



U.S.G.S. Location Map
 The Longfellow at Ocean Gateway - Portland, Maine
 U.S.G.S. Portland-West & Portland-East, Maine-7.5 Minute Series (Topographic)

Design: -	Date: DEC 2005
Draft: DB	Job No.: 934
Checked: AJG	Scale: None
File Name:	

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

PO Box 1337
 15 Shaker Road
 Gray, ME 04039
 207-657-6910
 FAX: 207-657-6912
 E-Mail: mailbox@gorrillpalmer.com

Figure
1

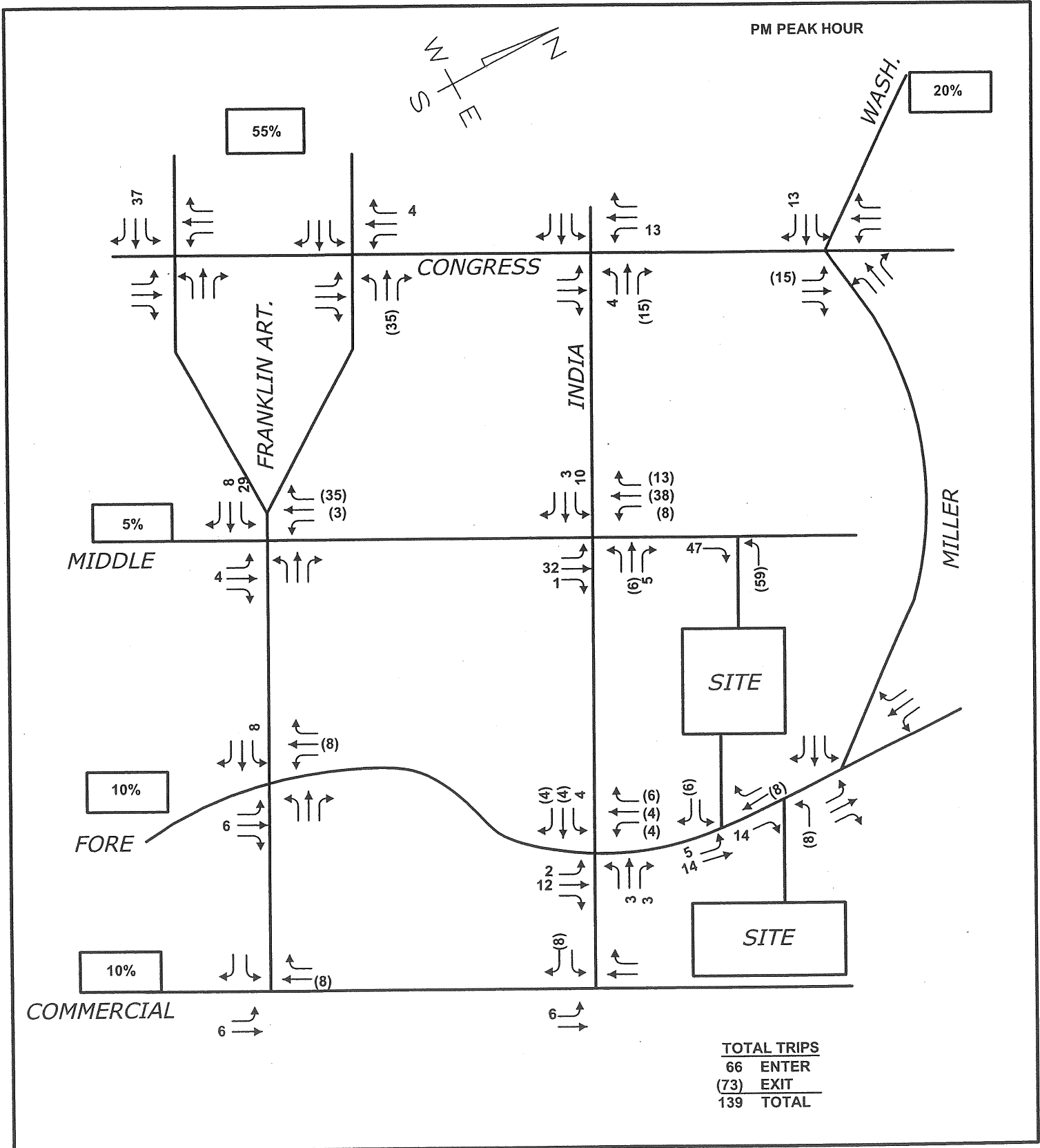
Attachment 1C

Trip Distribution

Trip Assignment

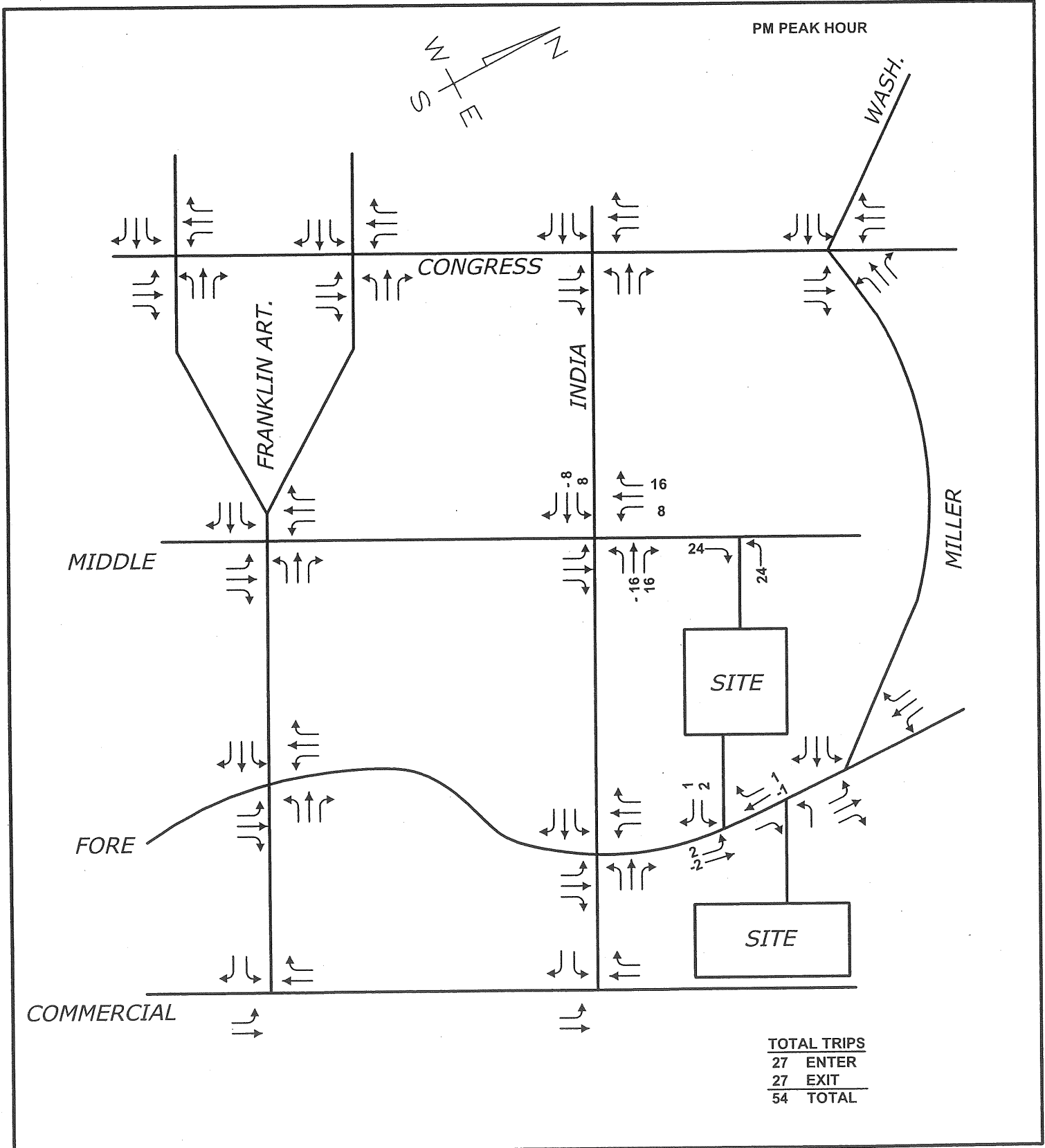
Primary Trip Assignment and Distribution

Figure No. **2A**



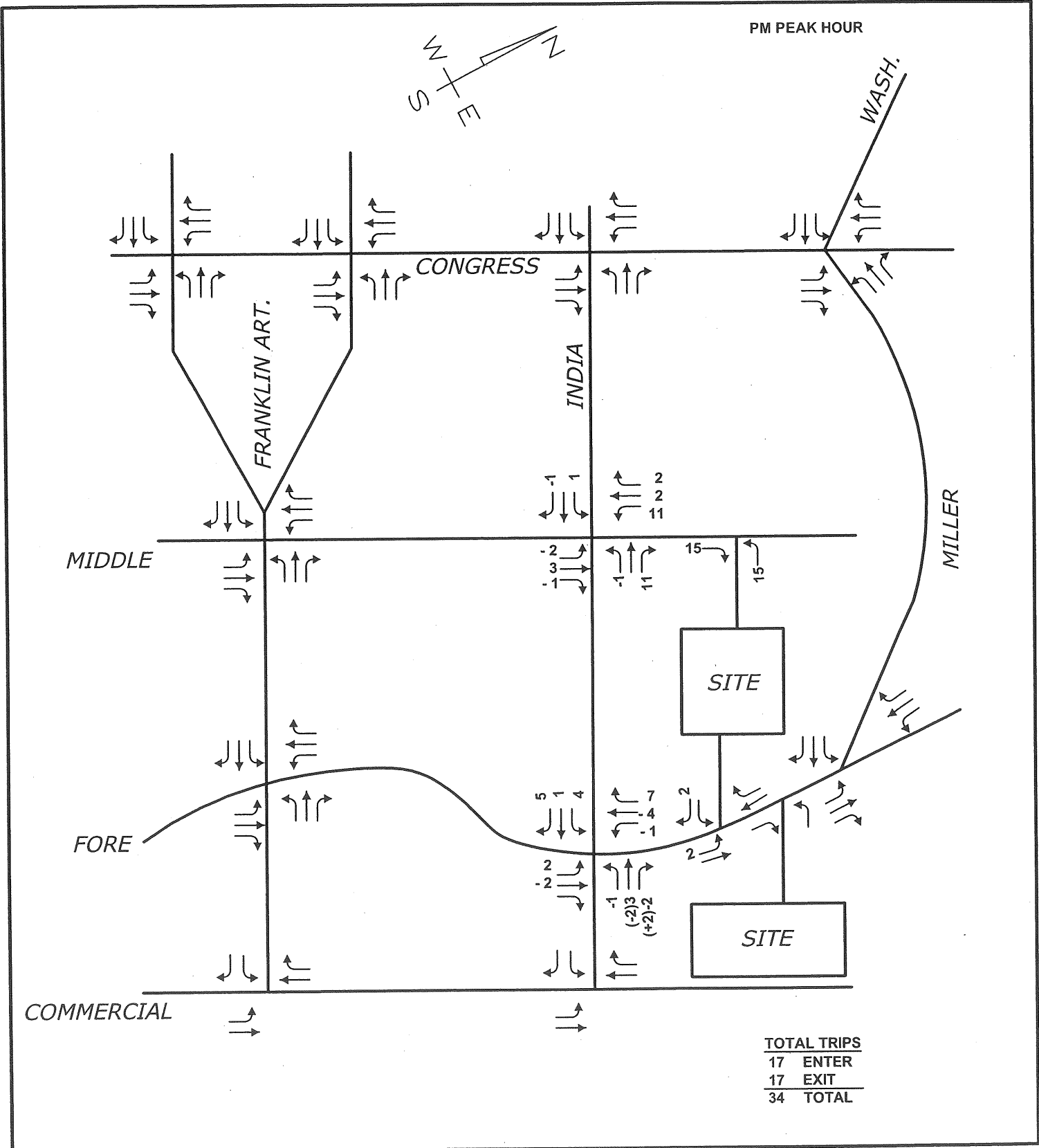
The Longfellow at Ocean Gateway

Trip Assignment - Pass-by



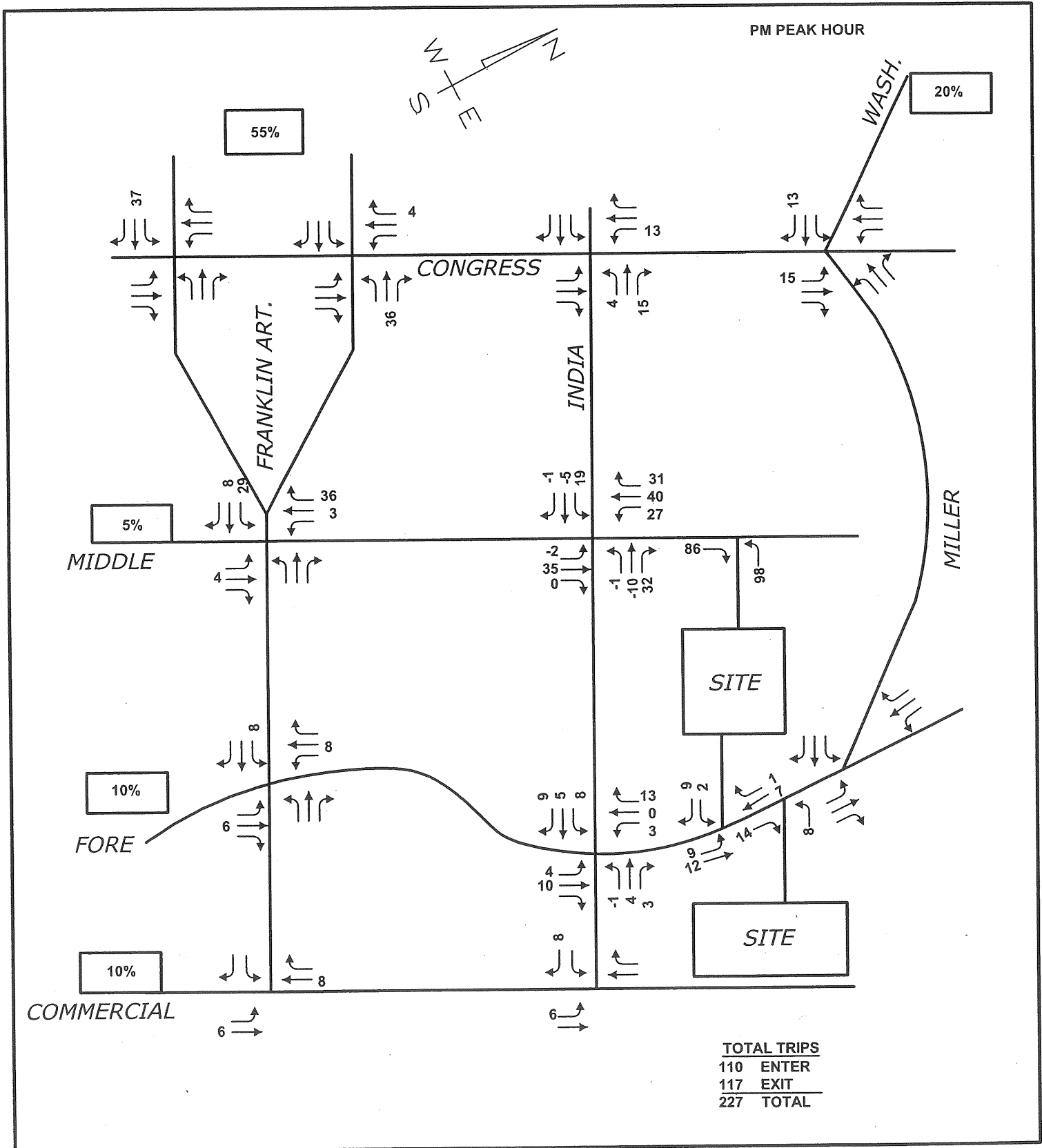
The Longfellow at Ocean Gateway

Trip Assignment-Diverted



The Longfellow at Ocean Gateway

Total Trip Assignment



The Longfellow at Ocean Gateway

Attachment 1D

Trip Generation

Gorrill-Palmer Consulting Engineers, Inc.
P.O. Box 1237
15 Shaker Road
Gray, Maine 04039

JN: 934
Project Description: Longfellow-Previous Uses
Project Location: Portland, Maine
Date: 12/23/2005

**Warehousing
Land Use Code (LUC) 150**

Gross Floor Area (ft²): 11,880

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Sample Size	Directional Split* IN OUT	Directional Distribution IN OUT	R ²
Weekday	T = 4.96 (X)	59	16	50% 50%	30 29	---
AM Peak Adjacent Street	T = 0.45 (X)	5	19	80% 20%	4 1	---
PM Peak Adjacent Street	T = 0.47 (X)	6	26	25% 75%	2 4	---
AM Peak of Generator	T = 0.57 (X)	7	19	60% 40%	4 3	---
PM Peak of Generator	T = 0.61 (X)	7	18	10% 90%	1 6	---
Saturday	T = 1.22 (X)	14	2	50% 50%	7 7	---
Saturday Peak Hour of Gen.	T = 0.12 (X)	1	2	65% 35%	1 0	---

*Percentages rounded to nearest 5%

JN: 934
 Project Description: Longfellow-Previous Uses
 Project Location: Portland
 Date: 12/23/2005

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**Apartment
 Land Use Code (LUC) 220**

Dwelling Units: 8

Average Rate

Time Period	ITE Trip Rate	Sample Size	Trip Ends	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 6.72 (X)	86	54	50%	50%	27	27	N/A
AM Peak Hour of Adj. Street Traffic	T = 0.51 (X)	78	4	20%	80%	1	3	N/A
PM Peak Hour of Adj. Street Traffic	T = 0.62 (X)	90	5	65%	35%	3	2	N/A
AM Peak Hour of Generator	T = 0.55 (X)	81	4	30%	70%	1	3	N/A
PM Peak Hour of Generator	T = 0.67 (X)	83	5	60%	40%	3	2	N/A
Saturday	T = 6.39 (X)	15	51	50%	50%	26	25	N/A
Saturday Peak Hour of Gen.	T = 0.52 (X)	14	4	**	50%	2	2	N/A

* Percentages rounded to nearest 5%

** Not Available (Assumption)

Fitted Curve Equation

Time Period	ITE Trip Rate	Sample Size	Trip Ends	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 6.01 (X) + 150.35	86	198	50%	50%	99	99	0.88
AM Peak Hour of Adj. Street Traffic	T = 0.49 (X) + 3.73	78	8	20%	80%	2	6	0.83
PM Peak Hour of Adj. Street Traffic	T = 0.55 (X) + 17.65	90	22	65%	35%	14	8	0.77
AM Peak Hour of Generator	T = 0.53 (X) + 4.21	81	8	30%	70%	3	5	0.82
PM Peak Hour of Generator	T = 0.60 (X) + 17.52	83	22	60%	40%	13	9	0.80
Saturday	T = 7.85 (X) - 256.19	15	-193	50%	50%	-97	-96	0.85
Saturday Peak Hour of Gen.	T = 0.41 (X) + 19.23	14	23	**	50%	11	12	0.56

* Percentages rounded to nearest 5%

** Not Available (Assumption)

Gorrill-Palmer Consulting Engineers, Inc.
P.O. Box 1237
15 Shaker Road
Gray, Maine 04039

JN: 934
Project Description: Longfellow-Previous Uses
Project Location: Portland, Maine
Date: 12/23/2005

**Warehousing
Land Use Code (LUC) 150**

Gross Floor Area (ft²): 2,002

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Sample Size	Directional Split*		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 4.96 (X)	10	16	50%	50%	5	5	---
AM Peak Adjacent Street	T = 0.45 (X)	1	19	80%	20%	1	0	---
PM Peak Adjacent Street	T = 0.47 (X)	1	26	25%	75%	0	1	---
AM Peak of Generator	T = 0.57 (X)	1	19	60%	40%	1	0	---
PM Peak of Generator	T = 0.61 (X)	1	18	10%	90%	0	1	---
Saturday	T = 1.22 (X)	2	2	50%	50%	1	1	---
Saturday Peak Hour of Gen.	T = 0.12 (X)	0	2	65%	35%	0	0	---

*Percentages rounded to nearest 5%

JN: 934
 Project Description: Longfellow
 Project Location: Portland
 Date: 12/23/2005

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**Quality Restaurant
 Land Use Code (LUC) 931**

Square Feet 3,800

Average

Time Period	ITE Trip Rate	Trip Ends	Directional Split		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	T = 89.95 (X)	342	50%	50%	171	171
AM Peak Adjacent Street	T = 0.81 (X)	3	70%	30%	2	1
PM Peak Adjacent Street	T = 7.49 (X)	28	65%	35%	19	9
AM Peak of Generator	T = 5.57 (X)	21	70%	30%	15	6
PM Peak of Generator	T = 9.02 (X)	34	60%	40%	21	13
Saturday	T = 94.36 (X)	359	50%	50%	179	180
Saturday Peak Hour of Gen.	T = 10.82 (X)	41	60%	40%	25	16
Sunday	T = 72.16 (X)	274	50%	50%	137	137
Sunday Peak Hour of Gen.	T = 8.38 (X)	32	60%	40%	19	13

JN:
 Project Description:
 Project Location:
 Date:

934
 The Longfellow
 Portland, Maine
 12/15/2005

Gorill-Palmer Consulting Engineers, Inc.
 P. O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**Health/Fitness Club
 Land Use Code (LUC) 492**

Gross Floor Area (ft²): 14,500

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 32.93 (X)	477	1	50%	50%	239	238	----
Peak Hour of Adjacent Street Traffic 7-9 AM**	T = 1.21 (X)	18	3	40%	60%	7	11	----
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 4.05 (X)	59	3	50%	50%	30	29	----
AM Peak Hour of Generator	T = 1.41 (X)	20	3	40%	60%	8	12	----
PM Peak Hour of Generator	T = 4.06 (X)	59	3	50%	50%	30	29	----
Saturday	T = 20.87 (X)	303	3	50%	50%	152	151	----
Saturday Peak Hour of Gen.***	T = 2.60 (X)	38	3	50%	50%	19	19	----

* Percentages rounded to nearest 5%

JN: 934
 Project Description: The Longfellow
 Project Location: Portland
 Date: December 20, 2005

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

**General Office Building
 Land Use Code (LUC) 710**

Gross Floor Area 19,800

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *	Directional Distribution	R ²
Weekday	$\ln(T) = 0.77 \ln(X) + 3.65$	383	78	50% IN 50% OUT	192 IN 191 OUT	0.80
AM Peak Hour	$\ln(T) = 0.80 \ln(X) + 1.55$	51	217	90% IN 10% OUT	46 IN 5 OUT	0.83
PM Peak Hour	$T = 1.12 (X) + 78.81$	101	235	15% IN 85% OUT	15 IN 86 OUT	0.82
Saturday	$T = 2.14 (X) + 18.47$	61	17	50% IN 50% OUT	31 IN 30 OUT	0.66
Peak Hour of Generator	$\ln(T) = 0.81 \ln(X) - 0.12$	10	10	55% IN 45% OUT	6 IN 4 OUT	0.59

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *	Directional Distribution	R ²
Weekday	$T = 11.01 (X)$	218	78	50% IN 50% OUT	109 IN 109 OUT	---
AM Peak Hour	$T = 1.55 (X)$	31	217	90% IN 10% OUT	28 IN 3 OUT	---
PM Peak Hour	$T = 1.49 (X)$	30	235	15% IN 85% OUT	5 IN 25 OUT	---
Saturday	$T = 2.37 (X)$	47	17	50% IN 50% OUT	24 IN 23 OUT	---
Saturday Peak Hour of Gen.	$T = 0.41 (X)$	8	10	50% IN 50% OUT	4 IN 4 OUT	---

* Percentages rounded to nearest 5%

PM Peak Hour: T = 1.49/1.55 (AM Peak) 49 15% 85% 7 42 0.82

JN: 934
 Project Description: The Longfellow
 Project Location: Portland, Maine
 Date: 12/15/2005

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): 11,730

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split * IN OUT	Directional Distribution IN OUT	R ²
Weekday	T = 44.32 (X)	520	4	50% 50%	260 260	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	T = 0.74 (X)	9	N/A	60% 40%	5 4	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.71 (X)	32	5	45% 55%	14 18	---
AM Peak Hour of Generator	T = 6.84 (X)	80	4	50% 50%	40 40	---
PM Peak Hour of Generator	T = 5.02 (X)	59	3	55% 45%	32 27	---
Saturday	T = 42.04 (X)	493	3	50% 50%	247 246	---
Saturday Peak Hour of Gen.***	T = 6.63 (X)	78	3	50% 50%	39 39	---

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center and applied to 814 PM rate.

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split * IN OUT	Directional Distribution IN OUT	R ²
Weekday	T = 42.78 (X) + 37.66	539	539	50% 50%	270 269	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	T = 2.40 (X) + 21.48	50	50	45% 55%	23 27	0.98
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 4.91 (X) + 115.59	173	173	50% 50%	87 86	0.90
AM Peak Hour of Generator	---	---	---	---	---	---
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***
 Saturday Peak Hour***
 T = 0.275 (PM Peak Hour)
 T = 1.325 (PM Peak Hour)

**Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center
 ***AM Peak Hour of Adjacent Street comes from a ratio of PM to AM trip rates from LUC 820 - Shopping Center

JN: 934
 Project Description: The Longfellow
 Project Location: Portland, Maine
 Date: 12/15/2005

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

Quality Restaurant
Land Use Code (LUC) 931

Gross Floor Area (ft²): 5,400

Time Period	ITE Trip Rate (Average Rate)	Trip Ends	Directional Split		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	T = 89.95 (X)	486	50%	50%	243	243
AM Peak Adjacent Street	T = 0.81 (X)	4	50%	50%	2	2
PM Peak Adjacent Street	T = 7.49 (X)	40	65%	35%	26	14
AM Peak of Generator	T = 5.57 (X)	30	80%	20%	24	6
PM Peak of Generator	T = 9.02 (X)	49	60%	40%	29	20
Saturday	T = 94.36 (X)	510	50%	50%	255	255
Saturday Peak Hour of Gen.	T = 10.82 (X)	58	60%	40%	35	23

JN: 934
 Project Description: The Longfellow
 Project Location: Portland, Maine
 Date: December 15, 2005

Gorrill-Palmer Consulting Engineers, Inc.
 P.O. Box 1237
 15 Shaker Road
 Gray, Maine 04039

Residential Condominium/Townhouse
 Land Use Code (LUC) 230

Dwelling Units: 116
 Average Rate

Time Period	ITE Trip Rate	Trip Ends	Sample Size	Directional Split *	Directional Distribution	R ²
Weekday	T = 5.86 (X)	680	54	IN 50% OUT 50%	IN 340 OUT 340	N/A
Peak Hour of Adjacent Street Traffic 7-9 AM	T = 0.44 (X)	51	59	15% 85%	8 43	N/A
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 0.52 (X)	60	62	65% 35%	39 21	N/A
AM Peak Hour of Generator	T = 0.44 (X)	51	52	20% 80%	10 41	N/A
PM Peak Hour of Generator	T = 0.52 (X)	60	50	65% 35%	39 21	N/A
Saturday	T = 5.67 (X)	658	30	50% 50%	329 329	N/A
Saturday Peak Hour of Gen.	T = 0.47 (X)	55	27	55% 45%	30 25	N/A

* Percentages rounded to nearest 5%

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Sample Size	Directional Split *	Directional Distribution	R ²
Weekday	$\ln(T) = 0.85 \ln(X) + 2.55$	728	54	IN 50% OUT 50%	IN 364 OUT 364	0.83
Peak Hour of Adjacent Street Traffic 7-9 AM	$\ln(T) = 0.80 \ln(X) + 0.26$	58	59	15% 85%	9 49	0.76
Peak Hour of Adjacent Street Traffic 4-6 PM	$\ln(T) = 0.82 \ln(X) + 0.32$	68	62	65% 35%	44 24	0.80
AM Peak Hour of Generator	$\ln(T) = 0.82 \ln(X) + 0.17$	58	52	20% 80%	12 46	0.80
PM Peak Hour of Generator	T = 0.34 (X) + 38.31	78	50	65% 35%	51 27	0.83
Saturday	T = 3.62 (X) + 427.93	848	30	50% 50%	424 424	0.84
Saturday Peak Hour of Gen.	T = 0.29 (X) + 42.63	76	27	55% 45%	42 34	0.84

* Percentages rounded to nearest 5%

Section 2 Traffic Crashes

2.A. Crash Summary Data

Gorrill-Palmer Consulting Engineers, Inc. obtained the crash data from MaineDOT for the period of 2002-2004, 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 locations that satisfy either Criteria 1, 2 or both:

MaineDOT Crash Data for 2002-2004: Intersections

Node	Intersection	# of Collisions	CRF	HCL?
9299	Wash. & Walnut	6	0.69	No
9295	Wash. & Marion	3	0.34	No
9360	Wash. & Monroe	1	0.2	No
9356	Wash. & E. Oxford	4	0.8	No
9462	Wash. & Cumberland	13	0.8	No
9239	Wash. & Congress	10	0.61	No
9333	Congress & 9333	1	0.2	No
9243	Congress & India	4	0.17	No
9331	Congress & Locust	1	0.16	No
9216	India & Federal No. 2	1	0.28	No
9224	India & Newbury No. 1	1	0.3	No
9237	India & Middle	3	0.64	No
9242	India & Fore	1	0.18	No
9420	Marginal Way & Frank. Art.	28	0.77	No
8941	Franklin Art. & Fox	28	0.93	No
8940	Franklin Art. & Cumberland	20	0.71	No
8939	Franklin Art. & Congress	52	1.71	Yes
8938	Franklin Art. & Middle	27	1.29	Yes
8937	Franklin Art. & Fore	9	0.53	No

MaineDOT Crash Data for 2002-2004: Links

Nodes	Street Name	# of Collisions	CRF	HCL?
9224-9237	India St. from Newbury to Middle	4	1.72	Yes
8937-9242	Fore St. from Franklin to India	5	1.11	Yes

Based on the published history, two intersections and two links within the study area are considered High Crash Locations. The crash history has been provided in Appendix C of this report.

2.B. Attachments

Attachment 2A – MaineDOT Collision Data

TENTATIVE AGENDA
January 13, 2006

change requiring special noticing.		SH
17 th op (3:30 p.m.) Chambers	Mixed Use Development; 33 Allen Avenue; Morrill's Crossing, LLC	
y 24th hop p.m.	Martins Point Site Plan Bayside Plan Peninsula Traffic Study <i>No Bjs show - outline the plan</i>	AJ RK BN
c Hearing p.m.	<u>Unfinished Business</u> Graves Hill Site Plan/Subdivision; 802 Ocean Avenue; Doyle Enterprises <u>New Business</u> Chestnut Street Lofts Subdivision Amendment 4 Apartments; 73 Oak Street; Tom Moulton Carriage Lane Amendment to Subdivision Plan	KT BB KT KT
bruary 7 th orkshop 30 p.m. oom 209	Jordan Heights Subdivision; Presumpscot Street; John Jordan Village Café Site Rezoning; 112 Newbury Street; Village at Ocean Gate LLC Mercy Hospital Site Plan; Fore River Campus The Longfellow at Ocean Gateway; Mixed Use; Riverwalk LLC	JF BN JF BN
ublic Hearing 7:30 p.m.	USM Campus Overlay Zone; Falmouth & Bedford Sts and Brighton & Forest Ave.'s ** Sheridan Street R-7 Zoning Amendment; Greg Shinberg The Earl Apartments; Cumberland Avenue	EBM KT JF
February 14 th Workshop Only 3:30 p.m.	Bayside Plan Peninsula Traffic Study <i>WCZ Intro to Rezoning</i>	RK BN
February 28 th Workshop 3:30 p.m.	Morning Star Lane 11 Lot Subdivision; Summit Street; Morning Star LLC Mixed Use Development; 33 Allen Avenue; Morrill's Crossing, LLC Custom House Square; 300 Fore Street; Olympia Equity Investors, IVB LLC Harvard/Yale Street Rezoning	JF SH BN ???
Public Hearing 7:30 p.m.	<u>Unfinished Business</u> Graves Hill Site Plan/Subdivision; 802 Ocean Avenue; Doyle Enterprises <u>New Business</u> ** Rand Road Rezoning RPZ to OP; City of Portland HP Appeal; Tom Thompson Woodard & Curran Office Expansion; 41 Hutchins Drive	KT BB DA JF

March 14 th Workshop 3:30 p.m.	Jordan Heights Subdivision; Presumpscot Street; John Jordan Rug Depot; Riverside and Warren Avenue 12 Unit Apartments; Neal Street; MPB Properties Martin's Point Site Plan	JF KT ???? AJ
Public Hearing 7:30 p.m.	** Village Café Site Rezoning; 112 Newbury Street; Village at Ocean Gate LLC ** Rand Road Rezoning RPZ to OP; City of Portland	BN BB

March 28 th Workshop 3:30 p.m.	Mercy Hospital Site Plan; Fore River Campus The Longfellow at Ocean Gateway; Mixed Use; Riverwalk LLC 8 Lot Subdivision; True Street; Todd Sniper	JF BN KT
Public Hearing 7:30 p.m.	Mixed Use Development; 33 Allen Avenue; Morrill's Crossing, LLC Custom House Square; 300 Fore Street; Olympia Equity Investors, IVB LLC	SH BN

April 11 th Workshop 3:30 p.m.	<i>WCZ, Rezoning</i> 12 Unit Apartments; Neal Street; MPB Properties <i>Longfellow @ Ocean Gateway (option?)</i>	????
Public Hearing 7:30 p.m.	Jordan Heights Subdivision; Presumpscot Street; John Jordan Martin's Point Site Plan	JF AJ

April 25 th Workshop 3:30 p.m.	8 Lot Subdivision; True Street; Todd Sniper	KT
Public Hearing 7:30 p.m.	Mercy Hospital Site Plan; Fore River Campus <i>Longfellow @ Ocean Gateway</i>	JF

May 9 th Workshop		
Public Hearing	12 Unit Apartments; Neal Street; MPB Properties <i>WCZ Rezoning</i>	????

June 13 th Workshop		
-----------------------------------	--	--

Public Hearing

Attachment 2A
MaineDOT Collision Data

MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION
 ACCIDENT SUMMARY INPUT

TINACC30

TYPE OF STUDY: NODES AND LINKS TYPE OF REQUEST: ACCIDENT I & II WITH LINK DETAIL
 STUDY PERIOD: FROM MONTH 01 YEAR 2002 TO MONTH 12 YEAR 2004

INPUT COMMENTS

REQUEST: EASTERN WATERFRONT AREA
 TOWN: PORTLAND

INPUT DATA

ROUTE	COUNTY	FIRST NODE	EXCLUDE FIRST	DISTANCE	SECOND NODE	LAST NODE	EXCLUDE LAST	DISTANCE
0001A	05	05812	0	0.00	08937	09420	0	0.00
61001		05812	1	0.00	09241	09241	0	0.00
61000		09241	1	0.00	09242	09243	1	0.00
60286		08937	1	0.00	09242	09242	1	0.00
		09242	1	0.00	09240	09240	0	0.00
60524		09240	1	0.00	09222	09239	0	0.00
61002		09239	1	0.00	09462	09462	1	0.00
0026X		08940	1	0.00	09339	09138	0	0.00
0026S		09137	1	0.00	09375	09375	0	0.00
0001A		09420	1	0.00	09371	09620	0	0.00
60232		09620	1	0.00	09378	09379	0	0.00
60160		08939	1	0.00	09219	09239	1	0.00
60505		08938	1	0.00	09221	09237	1	0.00
		09237	1	0.00	09238	09238	0	0.00
60344		09238	1	0.00	09223	09217	1	0.00
60531		09224	1	0.00	09220	09224	1	0.00
		09224	1	0.00	09223	09223	1	0.00
		09223	1	0.00	09222	09222	1	0.00
61110		09214	0	0.00	09215	09216	1	0.00
		09216	1	0.00	09217	09218	1	0.00
60342		09221	1	0.00	09220	09220	1	0.00
		09220	1	0.00	09215	09215	1	0.00
		09215	1	0.00	09219	09219	1	0.00
60451		09330	1	0.00	09331	09331	1	0.00
60510		09332	1	0.00	09333	09333	1	0.00
60069		09339	1	0.00	09340	09341	0	0.00
60493		09342	1	0.00	09343	09344	0	0.00
60834		09344	1	0.00	09338	09338	0	0.00
60666		09338	1	0.00	09337	09335	1	0.00
		09335	1	0.00	09334	09334	1	0.00
60847		09885	1	0.00	09886	09375	1	0.00
60235		09353	0	0.00	09354	09886	1	0.00
		09886	1	0.00	09336	09336	1	0.00
		09336	1	0.00	09343	09343	1	0.00

MAINE DEPARTMENT OF TRANSPORTATION
 TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION
 ACCIDENT SUMMARY INPUT

TINACC30

INPUT DATA

ROUTE	COUNTY	FIRST NODE	EXCLUDE FIRST	DISTANCE	SECOND NODE	LAST NODE	EXCLUDE LAST	DISTANCE
60561		09343	1	0.00	09340	09340	1	0.00
		09353	1	0.00	09356	09356	1	0.00
60139		09354	1	0.00	09357	09357	1	0.00
60234		09337	1	0.00	09352	09352	1	0.00
60333		09353	1	0.00	09359	09358	1	0.00
60509		09359	1	0.00	09360	09360	1	0.00
60470		09351	1	0.00	09358	09361	1	0.00
60804		09362	1	0.00	09364	09366	1	0.00
60257		09364	1	0.00	09363	09350	1	0.00
60540		09363	1	0.00	09365	09365	1	0.00
60293		08941	1	0.00	09373	09349	1	0.00
		09349	1	0.00	09888	09380	1	0.00
60537		09373	1	0.00	09374	09374	0	0.00
60215		09371	1	0.00	09372	09372	1	0.00
60167		09370	1	0.00	09348	09348	1	0.00
		09348	1	0.00	09888	09888	1	0.00
60341		09367	1	0.00	09368	09368	1	0.00
60322		09347	1	0.00	09367	09369	0	0.00
60585		09346	1	0.00	09620	09620	1	0.00

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	INJURY K	INJURY A	INJURY B	INJURY C	INJURY PD	PERCENT INJURY	ANNUAL HM ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF
05	05812	POR, COMMERCIAL ST, STATE	9	3	3	3	0	0	0	1	2	33.3	4.763	0.21	1.14	0.00
05	08937	POR, FRANKLIN ST, ART, FOR	9	9	9	9	0	0	0	2	7	22.2	5.113	0.59	1.12	0.00
05	08938	POR, FRANKLIN ART, MIDDLE	9	27	27	27	0	2	3	5	17	37.0	6.533	1.38	1.07	1.29
05	08939	POR, FRANKLIN ART, CONGRE	9	52	52	52	0	1	6	14	31	40.4	10.320	1.68	0.98	1.71
05	08940	POR, FRANKLIN ART, CUMBER	9	20	20	20	0	2	3	4	11	45.0	9.562	0.70	0.99	0.00
05	08941	POR, FOX, FRANKLIN ST, ART	9	28	28	28	0	0	1	7	20	28.6	10.252	0.91	0.98	0.00
05	08942	POR, FRANKLIN ART, RR, ING	2	0	0	0	0	0	0	0	0	0.0	9.184	0.00	0.34	0.00
05	08942	POR, FRANKLIN ART, RR, ING	2	0	0	0	0	1	2	9	16	42.9	13.034	0.72	0.94	0.00
05	09241	POR, INDIA, COMMERCIAL ST	2	0	0	0	0	0	0	0	0	0.0	2.271	0.00	0.48	0.00
05	09241	POR, INDIA, COMMERCIAL ST	2	0	0	0	0	0	0	1	0	100.0	4.615	0.07	0.40	0.00
05	09242	POR, FORE, INDIA ST.	2	1	1	1	0	0	0	0	0	0.0	3.764	0.27	0.42	0.00
05	09237	POR, MIDDLE, INDIA ST.	2	3	3	3	0	0	0	0	3	0.0	2.454	0.14	0.47	0.00
05	09224	POR, INDIA, NEWBURY ST. 1	2	1	1	1	0	0	0	1	0	100.0	2.605	0.13	0.46	0.00
05	09216	POR, INDIA, FEDERAL ST. 2	2	1	1	1	0	0	0	0	1	0.0	2.943	0.34	0.43	0.00
05	09240	POR, FORE, MOUNTFORT ST.	2	3	3	3	0	0	0	0	3	0.0	0.948	0.00	0.50	0.00
05	09222	POR, MOUNTFORT, NEWBURY S	2	0	0	0	0	0	0	0	0	0.0	1.116	0.30	0.49	0.00
05	09218	POR, MOUNTFORT, FEDERAL S	2	1	1	1	0	0	0	1	8	20.0	4.852	0.69	1.13	0.00
05	09239	POR, CONGRESS, WASHINGTON	9	10	10	10	0	0	0	0	1	0.0	2.425	0.14	0.47	0.00
05	09339	POR, CUMBERLAND AVE, BOYD	2	1	1	1	0	0	0	0	1	0.0	2.377	0.14	0.48	0.00
05	09342	POR, MAYO ST, CUMBERLAND	2	2	2	2	0	0	0	0	2	0.0	2.272	0.29	0.48	0.00
05	09335	POR, CUMBERLAND AVE, SMIT	2	4	4	4	0	0	0	1	3	25.0	2.230	0.60	0.48	1.25
05	09885	POR, MONTGOMERY ST, CUMBE	2	0	0	0	0	0	0	0	0	0.0	2.051	0.00	0.49	0.00
05	P09332	POR, MONTGOMERY ST, CUMBE	2	0	0	0	0	0	0	0	0	0.0	3.987	0.00	0.42	0.00
05	A09357	POR, CUMBERLAND AVE, CLEE	9	0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*
05	09462	POR, WASHINGTON, CUMBERLA	9	13	13	13	0	0	0	2	11	15.4	4.798	0.90	1.13	0.00
05	09356	POR, E. OXFORD ST, EXT, RTE	2	4	4	4	0	0	0	1	3	25.0	4.062	0.33	0.41	0.00
05	09360	POR, WASHINGTON AVE, MONR	2	1	1	1	0	0	0	0	1	0.0	4.075	0.08	0.41	0.00
05	P09295	POR, WASHINGTON AVE, MARI	2	3	3	3	0	0	0	1	2	33.3	8.187	0.12	0.35	0.00
05	A09361	POR, WASHINGTON ST, WASHIN	2	0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*
05	A09380	POR, WASHINGTON AVE, FOX	2	0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*
05	P09299	POR, WASHINGTON AVE, WALN	2	6	6	6	0	0	0	2	4	33.3	8.396	0.24	0.35	0.00
05	09301	POR, EAST COVE ST, WASHIN	2	0	0	0	0	0	0	0	0	0.0	3.946	0.00	0.42	0.00
05	09382	POR, WASHINGTON, EASTERN	2	1	1	1	0	0	0	1	0	100.0	4.469	0.07	0.40	0.00
05	09137	POR, WASH AVE, NB, SB	2	0	0	0	0	0	0	0	0	0.0	4.050	0.00	0.41	0.00
05	09138	POR, WASHINGTON AVE, I-29	2	3	3	3	0	0	0	0	3	0.0	15.162	0.07	0.21	0.00
05	09375	POR, RTE 26 SB, ANDERSON	2	0	0	0	0	0	0	0	0	0.0	2.431	0.18	0.47	0.00
05	09371	POR, MARGINAL WAY, DIAMON	2	1	1	1	0	0	0	0	1	0.0	1.897	0.00	0.48	0.00
05	09370	POR, MARGINAL WAY, COVE S	2	1	1	1	0	0	0	0	0	0.0	1.276	0.00	0.53	0.00
05	09620	POR, RTE 1A, COMMERCIAL S	2	1	1	1	0	0	0	0	1	0.0	0.647	0.52	0.61	0.00
05	09378	POR, COMMERCIAL ST, E, BR.	2	0	0	0	0	0	0	0	0	0.0	0.111	0.00	0.24	0.00
05	09379	POR, COMMERCIAL ST, E, END	2	0	0	0	0	0	0	0	0	0.0	0.111	0.00	0.24	0.00
05	09219	POR, CONGRESS, HAMPSHIRE	2	0	0	0	0	0	0	0	0	0.0	4.786	0.00	0.40	0.00
05	09331	POR, CONGRESS, LOCUST ST.	2	1	1	1	0	0	0	0	1	100.0	6.036	0.06	0.37	0.00
05	09243	POR, CONGRESS, INDIA ST.	9	4	4	4	0	0	0	1	3	25.0	7.277	0.18	1.04	0.00

* - AADT IS ZERO FOR THIS LINK | NODE

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

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ACCIDENT SUMMARY I

COUNTY TOWN#	LOW NODE	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	INJURY A	INJURY B	INJURY C	INJURY PD	PERCENT INJURY	ANNUAL HM ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF							
05	09334	POR, SMITH, CONGRESS ST.	2	2	0	0	0	0	0	0	0	0.0	5.295	0.00	0.39	0.00							
05	09333	POR, CONGRESS, MONTGOMERY	2	1	1	0	0	0	0	1	0	0.0	4.219	0.08	0.41	0.00							
05	09221	POR, MIDDLE, HAMPSHIRE ST	2	0	0	0	0	0	0	0	0	0.0	2.509	0.00	0.40	0.00							
05	09238	POR, HANCOCK, MIDDLE ST.	2	0	0	0	0	0	0	0	0	0.0	0.557	0.00	0.55	0.00							
05	09223	POR, HANCOCK, NEWBURY ST.	2	0	0	0	0	0	0	0	0	0.0	0.502	0.00	0.55	0.00							
05	09225	POR, NEWBURY ST. 1, END	2	0	0	0	0	0	0	0	0	0.0	0.14	0.00	7.23	0.00							
05	09220	POR, HAMPSHIRE, NEWBURY S	2	0	0	0	0	0	0	0	0	0.0	0.684	0.00	0.53	0.00							
05	09214	POR, FEDERAL ST. 2, END	2	0	0	0	0	0	0	0	0	0.0	0.014	0.00	7.23	0.00							
05	09215	POR, HAMPSHIRE, FEDERAL S	2	0	0	0	0	0	0	0	0	0.0	0.711	0.00	0.53	0.00							
05	09217	POR, FEDERAL ST. 2, HANCO	2	0	0	0	0	0	0	0	0	0.0	0.628	0.00	0.54	0.00							
05	09340	POR, BOYD, E. OXFORD ST.	2	2	1	0	0	0	0	1	0	0.0	0.195	1.71	0.49	3.49							
05	09341	POR, LANCASTER 1, BOYD ST	2	0	0	0	0	0	0	0	0	0.0	0.056	0.00	0.57	0.00							
05	09343	POR, MAYO, E. OXFORD ST.	2	1	1	0	0	0	0	1	0	0.0	0.335	1.00	0.56	1.79							
05	09344	POR, KENNEDY, MAYO ST.	2	0	0	0	0	0	0	0	0	0.0	0.111	0.00	0.24	0.00							
05	09338	POR, KENNEDY, SMITH ST.	2	0	0	0	0	0	0	0	0	0.0	0.111	0.00	0.24	0.00							
05	09337	POR, SMITH, E. LANCASTER S	2	0	0	0	0	0	0	0	0	0.0	0.195	0.00	0.49	0.00							
05	09336	POR, SMITH, E. OXFORD ST.	2	2	2	0	0	0	0	2	0	0.0	0.376	1.77	0.56	3.16							
05	09886	POR, ANDERSON ST, E. OXFOR	2	0	0	0	0	0	0	0	0	0.0	0.477	0.00	0.56	0.00							
05	09352	POR, E. LANCASTER, ANDERSO	2	1	0	0	0	0	0	1	0	0.0	0.252	1.32	0.54	2.44							
05	09351	POR, ANDERSON, MADISON ST	2	0	0	0	0	0	0	0	0	0.0	0.306	0.00	0.55	0.00							
05	09350	POR, ANDERSON, EVERETT ST	2	0	0	0	0	0	0	0	0	0.0	0.376	0.00	0.56	0.00							
05	09349	POR, ANDERSON, FOX ST.	2	5	0	0	0	0	0	1	4	20.0	3.375	0.49	0.37	1.32							
05	09348	POR, ANDERSON, COVE ST.	2	0	0	0	0	0	0	0	0	0.0	1.049	0.00	0.49	0.00							
05	09347	POR, ANDERSON, GOULD ST.	2	0	0	0	0	0	0	0	0	0.0	0.892	0.00	0.51	0.00							
05	P09346	POR, ANDERSON, PLOWMAN ST	2	0	0	0	0	0	0	0	0	0.0	1.690	0.00	0.44	0.00							
05	P09376	POR, TUKEY, PLOWMAN ST.	2	0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*							
05	P09353	POR, E. OXFORD, GREENLEAF	2	0	0	0	0	0	0	0	0	0.0	1.003	0.00	0.50	0.00							
05	A09354	POR, CLEEVE, E. OXFORD ST.	2	1	1	0	0	0	0	0	0	100.0	0.293	1.14	0.55	2.07							
05	09359	POR, MONROE, GREENLEAF ST	2	0	0	0	0	0	0	0	0	0.0	0.251	0.00	0.54	0.00							
05	09358	POR, GREENLEAF, MADISON S	2	0	0	0	0	0	0	0	0	0.0	0.307	0.00	0.55	0.00							
05	09362	POR, WINTHROP, MADISON ST	2	0	0	0	0	0	0	0	0	0.0	0.293	0.00	0.55	0.00							
05	09364	POR, WINTHROP, EVERETT ST	2	0	0	0	0	0	0	0	0	0.0	0.208	0.00	0.50	0.00							
05	09363	POR, EVERETT, N. GREENLEAF	2	0	0	0	0	0	0	0	0	0.0	2.845	0.00	0.39	0.00							
05	09373	POR, N. BOYD, FOX ST.	2	0	0	0	0	0	0	0	0	0.0	3.138	0.32	0.38	0.00							
05	09372	POR, FOX, DIAMOND ST.	2	3	0	0	0	0	0	2	0	33.3	0.890	0.00	0.39	0.00							
05	09888	POR, FOX STREET, COVE STR	2	0	0	0	0	0	0	0	0	0.0	2.859	0.00	0.39	0.00							
05	09365	POR, FOX, N. GREENLEAF ST.	2	0	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00*							
05	A09368	POR, FOX, HAMMOND ST.	2	0	0	0	0	0	0	0	0	0.0	5.802	0.00	0.32	0.00							
05	P09366	POR, FOX, WINTHROP ST.	2	0	0	0	0	0	0	0	0	0.0	0.056	0.00	0.57	0.00							
05	09374	POR, N. BOYD ST, PW AHD	2	0	0	0	0	0	0	0	0	0.0	0.167	0.00	0.44	0.00							
05	09367	POR, HAMMOND, GOULD ST.	2	0	0	0	0	0	0	0	0	0.0	0.056	0.00	0.57	0.00							
05	09369	POR, GOULD ST, END	2	0	0	0	0	0	0	0	0	0.0	0.056	0.00	0.57	0.00							
													248	7	15	57	168	32.3	236.485	0.35	0.36	0.00	0.00
NODE SUBTOTALS-													248	7	15	57	168	32.3	236.485	0.35	0.36	0.00	0.00

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ACCIDENT SUMMARY I

COUNTY LOW TOWN#	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY K	INJURY A	INJURY B	INJURY C	INJURY PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	RATES NODE	CRITI RATE	CRF
05170	05812	FRANKLIN ST	ART 2	0	0.09	0	0	0	0	0	0.0	0.00212	0.00	0.00	564.21	0.00	
	08937		2	0	0.06	0	0	0	0	0	0.0	0.00194	0.00	0.00	577.29	0.00	
	08938		2	1	0.15	0	0	0	0	1	0.0	0.00680	49.02	0.00	419.87	0.00	
	08939		2	1	0.10	0	0	0	0	0	0.0	0.00664	50.20	0.00	422.29	0.00	
	08940		2	4	0.23	0	0	1	1	2	50.0	0.01698	78.52	0.00	78.45	0.00	
	08941		2	2	0.08	0	0	0	0	2	0.0	0.00670	99.50	0.00	421.37	0.00	
	08942		2	2	0.01	0	0	0	1	1	50.0	0.00100	666.67	0.00	681.06	0.00	
	09241	COMMERCIAL ST	2	1	0.10	0	0	0	0	1	0.0	0.00231	144.30	0.00	574.03	0.00	
	09242	INDIA ST	2	1	0.04	0	0	0	0	1	0.0	0.00134	248.76	0.00	660.16	0.00	
	09237		2	1	0.05	0	0	0	1	0	0.0	0.00089	374.53	0.00	729.05	0.00	
	09224		2	4	0.05	0	0	1	0	3	25.0	0.00112	1190.48	0.00	690.18	1.72	
	09224		2	1	0.05	0	0	0	0	1	0.0	0.00112	297.62	0.00	690.18	0.00	
	09216		2	1	0.08	0	0	0	0	1	0.0	0.00183	182.15	0.00	609.71	0.00	
	09243	FORE ST	2	1	0.12	0	0	0	1	4	20.0	0.00301	583.71	0.00	499.74	1.11	
	09242		2	5	0.17	0	0	0	1	0	100.0	0.00384	86.81	0.00	469.36	0.00	
	09240	MOUNTFORT ST	2	1	0.03	0	0	0	0	0	0.0	0.00042	0.00	0.00	1319.07	0.00	
	09232		2	0	0.05	0	0	0	0	0	0.0	0.00025	5333.33	0.00	1452.90	3.67	
	09218		2	4	0.03	0	0	0	0	4	0.0	0.00040	284.90	0.00	1027.04	0.00	
	09239	WASHINGTON AVE	2	1	0.14	0	0	0	0	1	0.0	0.00128	520.83	0.00	667.78	0.00	
	09462		2	2	0.08	0	0	0	0	2	0.0	0.00188	177.30	0.00	605.48	0.00	
	09339	CUMBERLAND AVE	2	1	0.05	0	0	0	1	0	0.0	0.00023	4347.83	0.00	880.48	4.94	
	09330		2	3	0.01	0	0	0	1	2	33.3	0.00088	0.00	0.00	730.96	0.00	
	09342		2	0	0.04	0	0	0	0	0	0.0	0.00043	2325.58	0.00	841.15	2.76	
	09335		2	3	0.02	0	0	0	0	3	0.0	0.00040	0.00	0.00	849.81	0.00	
	09335		2	0	0.02	0	0	0	0	0	0.0	0.00038	0.00	0.00	855.47	0.00	
	09332		2	1	0.01	0	0	0	0	1	0.0	0.00018	1851.85	0.00	861.87	2.15	
	09357		2	0	0.03	0	0	0	0	0	0.0	0.00059	0.00	0.00	796.36	0.00	
	09462	WASHINGTON AVE	2	1	0.11	0	0	0	0	1	0.0	0.00404	82.51	0.00	497.13	0.00	
	09356		2	1	0.04	0	0	0	0	1	0.0	0.00160	208.33	0.00	631.12	0.00	
	09360		2	1	0.03	0	0	0	0	1	0.0	0.00120	277.78	0.00	678.57	0.00	
	09360		2	1	0.02	0	0	0	0	0	0.0	0.00080	0.00	0.00	746.98	0.00	
	09361		2	6	0.08	0	0	0	0	6	0.0	0.00321	623.05	0.00	527.20	1.18	
	09380		2	3	0.01	0	0	0	0	3	0.0	0.00039	2564.10	0.00	852.66	3.01	
	09380		2	4	0.05	0	0	0	2	2	50.0	0.00201	663.35	0.00	595.11	1.11	
	09301		2	2	0.05	0	0	0	0	2	0.0	0.00619	107.70	0.00	447.24	0.00	
	09382		2	2	0.16	0	0	0	0	2	0.0	0.00365	91.32	0.00	510.13	0.00	
	09137		2	1	0.09	0	0	0	0	1	0.0	0.00386	0.00	0.00	502.91	0.00	
	09138	WASH AVE-SB	2	0	0.19	0	0	0	0	0	0.0	0.00386	0.00	0.00	502.91	0.00	
	09375	MARGINAL WAY	2	1	0.06	0	0	0	0	1	0.0	0.00121	275.48	0.00	677.18	0.00	
	09420		2	1	0.18	0	0	0	0	1	0.0	0.00304	109.65	0.00	498.46	0.00	
	09371		2	0	0.13	0	0	0	0	0	0.0	0.00183	0.00	0.00	568.39	0.00	
	09370		2	1	0.15	0	0	0	0	1	0.0	0.00138	241.55	0.00	610.50	0.00*	
	09620	COMMERCIAL ST	E 2	0	0.19	0	0	0	0	0	0.0	0.00000	0.00	0.00	0.00	0.00	
	09378		E 2	0	0.03	0	0	0	0	0	0.0	0.00007	0.00	0.00	1310.73	0.00	
	09379	CONGRESS ST	2	0	0.04	0	0	0	0	0	0.0	0.00128	0.00	0.00	667.78	0.00	
	08939		2	0	0.04	0	0	0	0	0	0.0	0.00128	0.00	0.00	667.78	0.00	

* - AADT IS ZERO FOR THIS LINK | NODE

MAINE DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

TINACC30

ACCIDENT SUMMARY I

COUNTY LOW TOWN#	HIGH NODE	STREET NAME OR ROUTE #	U/R	TOTAL ACCTS	LINK LENGTH	INJURY ACCIDENTS	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-RATES LINK	CRITI RATE	CRF
						K A B C PD				NODE		
09219	09331		2	1	0.04	0 0 0 0 0 1	0.0	0.00233	143.06	572.75	0.00	
09243	09331		2	0	0.04	0 0 0 0 0 0	0.0	0.00241	0.00	567.75	0.00	
09243	09334		2	0	0.03	0 0 0 0 0 0	0.0	0.00187	0.00	606.32	0.00	
09333	09334		2	1	0.05	0 0 0 0 0 100.0	0.0	0.00209	159.49	589.12	0.00	
09239	09333		2	0	0.03	0 0 0 0 0 0	0.0	0.00119	0.00	679.98	0.00	
08938	09221	MIDDLE ST	2	3	0.06	0 0 0 0 0 3	0.0	0.00134	746.27	991.55	0.00	
09221	09237		2	2	0.06	0 0 0 0 0 1	50.0	0.00134	497.51	991.55	0.00	
09237	09238		2	1	0.08	0 0 0 0 0 0	0.0	0.00067	1183.27	1183.27	0.00	
09233	09238	HANCOCK ST	2	0	0.05	0 0 0 0 0 0	0.0	0.00014	0.00	1523.27	0.00	
09217	09223		2	0	0.04	0 0 0 0 0 0	0.0	0.00011	0.00	1501.15	0.00	
09220	09225	NEWBURY ST NO 1	2	0	0.03	0 0 0 0 0 0	0.0	0.00001	0.00	7480.02	0.00	
09223	09224		2	1	0.08	0 0 0 0 0 1	0.0	0.00018	1851.85	1509.03	1.23	
09223	09224		2	1	0.08	0 0 0 0 0 1	0.0	0.00018	1851.85	1509.03	1.23	
09222	09223		2	1	0.08	0 0 0 0 0 1	0.0	0.00018	1851.85	1509.03	1.23	
09214	09215	FEDERAL ST NO 2	2	0	0.02	0 0 0 0 0 0	0.0	0.00001	0.00	7480.02	0.00	
09215	09216		2	0	0.08	0 0 0 0 0 0	0.0	0.00022	0.00	1478.61	0.00	
09216	09217		2	0	0.10	0 0 0 0 0 0	0.0	0.00042	0.00	1319.07	0.00	
09217	09218		2	0	0.10	0 0 0 0 0 0	0.0	0.00056	0.00	1235.65	0.00	
09220	09221	HAMPSHIRE ST	2	0	0.05	0 0 0 0 0 0	0.0	0.00028	0.00	1427.00	0.00	
09215	09220		2	0	0.05	0 0 0 0 0 0	0.0	0.00028	0.00	1427.00	0.00	
09215	09219		2	1	0.06	0 0 0 0 0 1	0.0	0.00034	980.39	1377.59	0.00	
09330	09331	LOCUST ST	2	0	0.07	0 0 0 0 0 0	0.0	0.00016	0.00	1519.59	0.00	
09332	09333	MONTGOMERY ST	2	0	0.05	0 0 0 0 0 0	0.0	0.00013	0.00	1523.27	0.00	
09339	09340	BOYD ST	2	1	0.08	0 0 0 0 0 1	0.0	0.00013	2564.10	1520.82	1.69	
09340	09341		2	2	0.07	0 0 0 0 0 2	0.0	0.00008	8333.33	1392.70	5.98	
09342	09343	MAYO ST	2	3	0.08	0 0 0 0 0 1	33.3	0.00018	5555.56	1509.03	3.68	
09343	09344		2	2	0.08	0 0 0 0 0 2	0.0	0.00013	5128.21	1520.82	3.37	
09338	09344	KENNEDY ST	2	1	0.01	0 0 0 0 0 1	100.0	0.00002	16666.67	1734.06	9.61	
09337	09338	SMITH ST	2	1	0.04	0 0 0 0 0 1	0.0	0.00002	16666.67	1734.06	9.61	
09336	09337		2	0	0.07	0 0 0 0 0 0	0.0	0.00012	0.00	1514.02	0.00	
09335	09336		2	0	0.06	0 0 0 0 0 0	0.0	0.00012	0.00	1514.02	0.00	
09334	09335	ANDERSON ST	2	3	0.06	0 0 0 0 0 3	0.0	0.00013	7692.31	1520.82	5.06	
09885	09886		2	1	0.06	0 0 0 0 0 1	0.0	0.00010	3333.33	1479.64	2.25	
09352	09886		2	3	0.09	0 0 0 0 0 3	0.0	0.00020	5000.00	1494.77	3.34	
09351	09351		2	1	0.06	0 0 0 0 0 1	0.0	0.00014	2380.95	1523.27	1.56	
09349	09350		2	0	0.03	0 0 0 0 0 0	0.0	0.00007	0.00	1310.73	0.00	
09348	09349		2	0	0.04	0 0 0 0 0 0	0.0	0.00008	0.00	1392.70	0.00	
09347	09348		2	0	0.13	0 0 0 0 0 2	0.0	0.00013	0.00	1520.82	0.00	
09346	09347		2	2	0.16	0 0 0 0 0 2	0.0	0.00109	611.62	1046.02	0.00	
09346	09347		2	0	0.08	0 0 0 0 0 0	0.0	0.00067	0.00	1183.27	0.00	
09346	09347		2	1	0.16	0 0 0 0 0 1	0.0	0.00134	248.76	991.55	0.00	
09346	09347		2	0	0.11	0 0 0 0 0 0	0.0	0.00005	0.00	970.08	0.00	
09375	09376		2	0	0.11	0 0 0 0 0 0	0.0	0.00046	0.00	1292.96	0.00	
09353	09354	E OXFORD ST	2	0	0.11	0 0 0 0 0 0	0.0	0.00003	0.00	102.53	0.00	
09354	09886		2	0	0.06	0 0 0 0 0 0	0.0	0.00015	0.00	1522.58	0.00	
09336	09886		2	0	0.02	0 0 0 0 0 0	0.0	0.00005	0.00	970.08	0.00	
09336	09343		2	2	0.05	0 0 0 0 0 2	0.0	0.00008	8333.33	1392.70	5.98	

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	INJURY K	A	B	C	PD	PERCENT INJURY	ANNUAL HM VEH-MILES	ANNUAL M ENT-VEHS	ACCIDENT-LINK	RATES-NODE	CRITI RATE	CRF
09340	09343		E OXFORD ST EXT 2	2	0	0.05	0	0	0	0	0	0.0	0.00006	0.00	0.00	1181.42	0.00	
09354	09356		CLEEVE ST	2	1	0.08	0	0	0	0	1	0.0	0.00013	2564.10	0.00	1509.03	0.00	
09337	09352		E LANCASTER ST	2	0	0.04	0	0	0	0	0	0.0	0.00002	0.00	0.00	1520.82	1.69	
09358	09359		GREENLEAF ST	2	0	0.05	0	0	0	0	0	0.0	0.00011	0.00	0.00	1734.06	0.00	
09359	09360		MONROE ST	2	1	0.06	0	0	0	0	0	0.0	0.00007	0.00	0.00	1501.15	0.00	
09351	09358		MADISON ST	2	0	0.06	0	0	0	0	1	0.0	0.00008	4166.67	0.00	1310.73	2.99	
09361	09362		WINTHROP ST	2	0	0.02	0	0	0	0	0	0.0	0.00004	0.00	0.00	1392.70	0.00	
09362	09364		EVERETT ST	2	0	0.04	0	0	0	0	0	0.0	0.00009	0.00	0.00	603.05	0.00	
09363	09364		NO GREENLEAF ST	2	0	0.03	0	0	0	0	0	0.0	0.00007	0.00	0.00	1445.56	0.00	
09350	09363		FOX ST	2	0	0.05	0	0	0	0	0	0.0	0.00007	0.00	0.00	1310.73	0.00	
09363	09365			2	0	0.03	0	0	0	0	0	0.0	0.00004	0.00	0.00	1310.73	0.00	
08941	09373			2	0	0.06	0	0	0	0	0	0.0	0.00167	0.00	0.00	603.05	0.00	
09372	09373			2	1	0.10	0	0	0	0	0	0.0	0.00279	119.47	0.00	936.58	0.00	
09349	09372			2	1	0.05	0	0	0	0	1	0.0	0.00139	239.81	0.00	821.93	0.00	
09349	09888			2	0	0.04	0	0	0	0	0	0.0	0.00112	0.00	0.00	1038.71	0.00	
09365	09888			2	0	0.01	0	0	0	0	0	0.0	0.00028	0.00	0.00	1427.00	0.00	
09365	09368			2	1	0.04	0	0	0	0	1	0.0	0.00112	297.62	0.00	1038.71	0.00	
09366	09368			2	0	0.01	0	0	0	0	0	0.0	0.00028	0.00	0.00	1427.00	0.00	
09366	09380			2	4	0.05	0	0	0	0	4	0.0	0.00139	959.23	0.00	982.17	0.00	
09373	09374		NORTH BOYD ST	2	0	0.08	0	0	0	0	0	0.0	0.00009	0.00	0.00	1445.56	0.00	
09371	09372		DIAMOND ST	2	1	0.15	0	0	0	0	1	0.0	0.00105	317.46	0.00	1056.16	0.00	
09348	09370		COVE ST	2	0	0.17	0	0	0	0	0	0.0	0.00038	0.00	0.00	1347.24	0.00	
09348	09888			2	0	0.09	0	0	0	0	0	0.0	0.00018	0.00	0.00	1509.03	0.00	
09367	09368		HAMMOND ST	2	1	0.15	0	0	0	0	1	0.0	0.00017	1960.78	0.00	1514.93	1.29	
09347	09367		GOULD ST	2	0	0.02	0	0	0	0	0	0.0	0.00002	0.00	0.00	1734.06	0.00	
09367	09369			2	0	0.04	0	0	0	0	0	0.0	0.00004	0.00	0.00	603.05	0.00	
09346	09620		PLOWMAN ST	2	0	0.06	0	0	0	0	0	0.0	0.00022	0.00	0.00	1478.61	0.00	
			LINK SUBTOTALS-		108	8.03	0	1	5	9	93	13.9	0.13676	263.23	0.00	288.36	0.00	
			GRAND TOTALS-		356	8.03	1	8	20	66	261	26.7	0.13676	867.70	236.485	432.31	2.01	

Section 4
Title, Right or Interest

4.A. Evidence of Title, Right or Interest

Evidence of Title to the land is included in Attachment 4A

4.B. Attachments

Attachment 4A – Option to Purchase

Attachment 4A
Option to Purchase

OPTION TO PURCHASE

THIS AGREEMENT ("Agreement"), made and entered this ¹⁶ day of February, 2005 by and between, Gilbert Enterprises, LLC, d/b/a The Breakaway whose address is 35 India Street, Portland, Maine 04101 (the "Optionor"), and Riverwalk, LLC, or its designee or assignee, whose address is 2 Market Street, Suite 500, Portland, Maine 04101 (the "Optionee").

WITNESSETH:

WHEREAS, the Optionor is the owner of that certain parcel of real property situated, lying and being at 25-35 India Street in Portland, Maine more particularly described in a deed from Albert L. Noyes, Trustee of the Back Cove Liquidating Trust dated October 19, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14239, Page 190, together with any and all improvements constructed thereon (the "Option Property"); and

WHEREAS, the Optionee desires to obtain an exclusive option to purchase the Option Property; and

WHEREAS, the Optionee agrees to use its commercially reasonable efforts to assist Optionor in causing the Property transfer to qualify as a like kind exchange under the Internal Revenue Code, provided that the time of closing and the terms hereof shall not be affected by such arrangements of Optionor ; and

WHEREAS, the Optionor is willing to grant to the Optionee the option to purchase the Option Property pursuant to the stipulations, agreements, conditions, and covenants contained and set forth herein.

NOW, THEREFORE, in consideration of [REDACTED] (the "Option Fee") paid by Optionee and for other good and valuable considerations, the receipt and sufficiency of which is hereby absolutely and unconditionally acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I OPTION TO PURCHASE

1.1 Option Granted. Subject to the terms of this Agreement, the Optionee shall have and is hereby granted the exclusive option to purchase the entire fee simple interest of the Optionor in and to the Option Property (the "Option"), free and clear of any and all liens and encumbrances whatsoever, for a purchase price (the "Purchase Price") equal to [REDACTED]

1.2 **Option Term.** The Option shall remain in full force and effect until January 31, 2006 (the "**Option Expiry Date**"). If the Option is not exercised by the Option Expiry Date, the Option granted herein shall be deemed to have lapsed and shall be null and void and an Affidavit of such expiration signed by Optionor and recorded in the Cumberland County Registry of Deeds shall constitute conclusive evidence for title purposes that this Option is no longer in effect.

1.3 **Closing.** If the Option granted herein is exercised in accordance with this Agreement, the closing of the sale of the Option Property from the Optionor to the Optionee shall be held on or before that date (the "Closing Date") which is 45 days after the exercise of the Option. The closing shall be held at the law office of Bernstein, Shur, Sawyer & Nelson at 100 Middle Street, Portland, Maine 04101. On the Closing Date, the Purchase Price shall be paid by federal funds wire transfer or by cashier's check drawn on a bank which maintains an office in Cumberland County, Maine. If the transfer contemplated by this Option Agreement has not been completed within such 60 day period through no fault of Optionor, the Option granted herein shall be deemed to have lapsed and shall be null and void and an Affidavit of such lapse and expiration signed by Optionor and recorded in the Cumberland County Registry of Deeds shall constitute conclusive evidence for title purposes that this Option is no longer in effect. At Closing, Optionee shall join in any documents reasonably necessary for Optionor to conduct the transfer of the Option Property as a Like Kind Exchange transaction.

1.5 **Reimbursement of Costs.** Whether or not Optionee exercises the Option, Optionee shall reimburse Optionor for all reasonable costs and expenses related to this Agreement and the transfer's contemplated hereby as such fees are incurred, including but not limited to all closing costs and all reasonable legal fees incurred by Optionor in connection with the drafting and execution of this Agreement and the Closing.

ARTICLE II MISCELLANEOUS

2.1 **Entire Agreement.** This Agreement contains the entire agreement between the Optionor and the Optionee and no representations or agreements, either oral or written, between them other than those contained in this Agreement shall survive the execution of this Agreement, and the parties acknowledge that no representations made to the other and not contained in this Agreement as covenants or warranties have been relied upon by any party hereto in the execution of this Agreement.

2.2 **Construction.** Words of any gender used in this Agreement shall be construed to include all genders and words in the singular shall be construed to include the plural, where the context so requires. The words "herein", "hereof", and "hereunder" when used in this Agreement shall be construed to refer to this Agreement in its entirety and not to any particular section or provision thereof. In addition, the parties acknowledge that they were represented by counsel in connection with the drafting of this Agreement, and that the parties participated in the drafting of this Agreement and no provision of this Agreement shall be construed more strongly against one party or another.

2.3 **Partial Invalidity.** In any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

2.4 **Notices.** All notices, demands, requests or other communications required or permitted under the term of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be sent to the parties at the respective addresses set forth in the preamble to this Agreement.

Notices may be given on behalf of any party by its legal counsel.

Each such notice, demand, request, or other communication shall be deemed to have been properly given for all purposes if (i) delivered against a written receipt of delivery, (ii) mailed by certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as set forth above.

Each such notice, demand or request, shall be deemed to have been given upon actual receipt or first refusal of the addressee to accept delivery.

2.5 **Governance.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine without reference to the conflicts of law principles of the State.

2.6 **Successors and Assigns.** Subject to the conditions and terms specifically set forth in this Agreement, all the terms and conditions of this Agreement shall be binding on any successors and assigns of the parties hereto.

2.7 **Non-Waiver.** The parties acknowledge and agree that their waiver of any default under the terms of this Agreement at any time on certain circumstances shall not be construed or deemed to be a waiver of any subsequent or other default occurring either before or after the waived default, and that such parties shall be entitled to enforce their rights in the event of default regardless of any prior waivers thereof.

2.8 **Modification and Amendment.** This Agreement may only be amended, altered, or modified by a written instrument signed by each of the parties.

2.9 **Attorneys' Fees.** In the event that any party is required to engage the services of legal counsel to enforce rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees from non-prevailing parties. In the event of litigation, said attorney's fees shall include fees and costs, both at trial and on appeal.

2.10 **Execution of Additional Instruments.** Each party hereby agrees to execute such other or further instruments of whatsoever kind or nature necessary to comply with any applicable laws, rules or regulations or to comply with the stipulations, agreements, conditions, and covenants contained and set forth in this Agreement.

2.11 **Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

2.12 **Recordation.** The Optionee shall have and is hereby granted the absolute and unconditional right to record a memorandum of this Agreement in all applicable public records in order to place third parties on notice of the rights, interests, and options of the Optionee contained and set forth herein and the Optionor agrees to fully cooperate with the Optionee in connection therewith including, without limitation, the agreement of the Optionor to execute a memorandum of this Agreement in recordable form (without payment to the Optionor of additional consideration therefore) which memorandum shall contain such summary of terms as the Optionee desires (but excluding price and consideration terms) and shall provide, without limitation, that the Optionor may record an affidavit executed by the Optionor which states, if true: (a) that the Optionor fully complied with the stipulations, agreements, conditions, and covenants contained and set forth in this Agreement, and (b) notwithstanding such performance by the Optionor, the Optionee failed to exercise the Option on or before the Option Expiry Date or failed to purchase the Property on or before the Closing Date. It is specifically understood and agreed that the recordation of such affidavit by the Optionor shall, as to third parties, render this Agreement null and void and of no further force and effect.

2.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument. Counterparts of this Agreement with facsimile signatures shall be deemed original counterparts for all purposes; however, each party shall promptly furnish counterparts with original signatures upon request.

2.14 **Termination of Prior Option.** The Parties agree and confirm that the Option Agreement entered into between them dated September 15, 2004 is hereby terminated and neither party shall have any further obligations thereunder except as to any obligations arising under that agreement prior to the date hereof.

2.15 **Parking Spaces.** As part of the consideration for this Option, Shipyard Brewing Company, LLC grants Optionor the continuing right during the term of this Option Agreement, the exclusive use of the parking area at the rear of the Option Property (currently separated with Jersey Barriers), without charge, in a manner consistent with Optionor's current use of such parking area.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

GILBERT ENTERPRISES, LLC

By: 

James Gilbert
Sole Member

RIVERWALK, LLC

By: 

ITS MANAGER

SHIPYARD BREWING COMPANY, LLC
(as to paragraph 2.15 only)

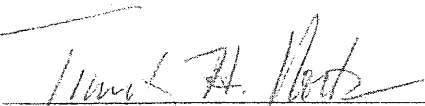
By: 

ITS TREASURER

STATE OF MAINE
COUNTY OF CUMBERLAND

February 6, 2005

Personally appeared the above named James Gilbert, sole member of Gilbert Enterprises, LLC and gave oath that the foregoing is his free act and deed in his said capacity and the free act and deed of the said company.



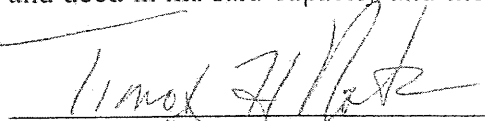
Notary Public/Attorney at Law
My Commission Expires:

Timothy H. Norton

STATE OF MAINE
COUNTY OF CUMBERLAND

February 16, 2005

Personally appeared the above named Drew Swenson, Manager of Riverwalk, LLC and gave oath that the foregoing is his free act and deed in his said capacity and the free act and deed of the said company.



Notary Public/Attorney at Law

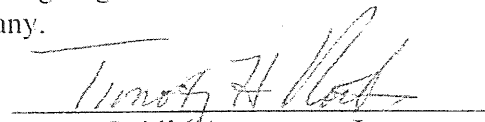
My Commission Expires:

Timothy H. Norton

STATE OF MAINE
COUNTY OF CUMBERLAND

February 16, 2005

Personally appeared the above named Drew Swenson, Manager of Shipyard Brewing Company, LLC and gave oath that the foregoing is his free act and deed in his said capacity and the free act and deed of the said company.



Notary Public/Attorney at Law

My Commission Expires:

Timothy H. Norton

OPTION TO PURCHASE

THIS AGREEMENT ("Agreement"), effective as of the 5th day of April, 2004 (the "Original Option Date") by and between, Shipyard Brewing Company LLC, whose address is 86 Newbury Street, Portland, Maine 04101 (collectively, the "Optionor"), and Riverwalk, LLC, or its designee or assignee, whose address is 2 Market Street, Suite 500, Portland, Maine 04101 (the "Optionee").

WITNESSETH:

WHEREAS, the Optionor is the owner of that certain parcel of real property situate, lying and being part of and bounded by Hancock Street (to be created) Middle Street and Fore Street in Portland, Maine, together with any and all improvements constructed thereon (collectively, the "Real Property"), which Real Property is more particularly described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the Optionee desires to obtain an option to purchase all of the Real Property (the "Property"); and

WHEREAS, the Optionor is willing to grant to the Optionee the option to purchase all of the Property pursuant to the stipulations, agreements, conditions, and covenants contained and set forth herein.

NOW, THEREFORE, in consideration of the premises, the payment by the Optionee to the Optionor of a non-refundable option fee in the amount of [REDACTED] (the "Option Fee") and for other good and valuable considerations, the receipt and sufficiency of which considerations is hereby absolutely and unconditionally acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I OPTION TO PURCHASE

The Optionee shall have and is hereby granted the option to purchase the entire fee simple interest of the Optionor in and to the Property (the "Option"), free and clear of any and all liens and encumbrances whatsoever, except for those encumbrances which would not unreasonably interfere with Optionee's intended use of the Property, for a purchase price (the "Purchase Price") equal to [REDACTED] which Option shall remain in full force and effect until that date (the "Original Option Expiry Date") which is the first to occur of (1) thirty (30) days from and after the date (the "Effective Date") on which the City of Portland awards to Optionee title to the City land, which land is also the subject of the so-called "Eastern Waterfront Garage Proposal" or (2) June 30, 2007.

The Optionee shall have and is hereby granted the right to extend the Original Option Expiry Date for three (3) consecutive periods of thirty (30) days each by furnishing written notice (each such notice is herein an "Option Extension Notice") to the Optionor on or before the Original Option Expiry Date, or

if previously validly extended, before the then current extended Option Expiry Date. Each such Option Extension Notice, if furnished, shall establish the then applicable date (the "Option Expiry Date") for expiration of the Option and each Option Extension Notice shall be accompanied by an extension fee ("Extension Fee") in the amount of [REDACTED] for each 30 day extension. The Option shall be rendered void *ab initio* if at any time the City of Portland shall not award Optionee the right to develop a garage on the eastern waterfront and awards such right to a third party, provided, however, that any payments previously made by Optionee to Optionor shall be retained by Optionor as its sole property.

The Option shall be deemed to have been absolutely and unconditionally exercised by the Optionee only if the Optionee furnishes written notice (the "Exercise Notice") of the exercise of the Option to the Optionor to the address for the Optionor set forth in the preamble to this Agreement (or to such other address as the Optionor shall designate by written notice to the Optionee given to the Optionee in accordance with the terms and provisions governing the giving of notice set forth in this Agreement) at any time prior to the Original Option Expiry Date or the then-applicable Option Expiry Date, as applicable. In the event that Optionee fails to timely furnish an Exercise Notice to the Optionor, then the Option shall terminate. In the event Optionee timely furnishes an Exercise Notice to the Optionor, the Option shall be automatically deemed extended for an additional period of sixty (60) days (the "60-Day Period") from the Original Option Expiry Date or the then applicable Option Expiry Date, as applicable. Prior to that date which is ten (10) days from and after the first day of the 60-Day Period, Optionor shall furnish to the Optionee the following items: (a) a proposed form of deed by virtue of which the Optionor shall convey the fee simple title to the Real Property to the Optionee or its assignee or designee, subject only to encumbrances of record and (b) the proposed form of such other closing documents as may be necessary or desirable to consummate the sale and purchase of the Property pursuant to the customs and practices then prevailing within Cumberland County, Maine, with respect to the sale and purchase of parcels of real property similar to the Real Property. The closing of the sale of the Property from the Optionor to the Optionee shall be held on or before that date (the "Closing Date") which is the last day of the 60-Day Period, which closing shall be held at the law office of Bernstein, Shur, Sawyer & Nelson at 100 Middle Street, Portland, Maine 04101, or such other location to which the parties agree and the Purchase Price shall be paid by Optionee by federal funds wire transfer or by cashier's check drawn on a bank which maintains an office in Cumberland County, Maine. The Option Fee and each Extension Fee paid by the Optionee shall not be applied to reduce the Purchase Price.

ARTICLE II MISCELLANEOUS

2.1 **Entire Agreement.** This Agreement contains the entire agreement between the Optionor and the Optionee and no representations or agreements, either oral or written, between them other than those contained in this Agreement shall survive the execution of this Agreement, and the parties acknowledge that no representations made to the other and not contained in this Agreement as covenants or warranties have been relied upon by any party hereto in the execution of this Agreement.

2.2 **Construction.** Words of any gender used in this Agreement shall be construed to include all genders and words in the singular shall be construed to include the plural, where the context so requires. The words "herein", "hereof", and "hereunder" when used in this Agreement shall be construed to refer to this Agreement in its entirety and not to any particular section or provision

thereof. In addition, the parties acknowledge that they were represented by counsel in connection with the drafting of this Agreement, and that the parties participated in the drafting of this Agreement, and no provision of this Agreement shall be construed more strongly against one party or another.

2.3 **Partial Invalidity.** In any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law; provided, however, that the parties affected by the Offending Provision shall endeavor in good faith, within sixty (60) days after the date such determination is made, to agree upon alternative provisions which shall have the same practical effect as the Offending Provision and upon any agreement being reached, the new provision shall be incorporated into and form a part of this Agreement.

2.4 **Notices.** All notices, demands, requests or other communications required or permitted under the term of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be sent to the parties at the respective addresses set forth in the preamble to this Agreement.

Notices may be given on behalf of any party by its legal counsel.

Each such notice, demand, request, or other communication shall be deemed to have been properly given for all purposes if (i) delivered against a written receipt of delivery, (ii) mailed by certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as set forth above.

Each such notice, demand or request, shall be deemed to have been given upon actual receipt or first refusal of the addressee to accept delivery.

Delivery of funds shall not be deemed to have occurred until physical delivery or transfer of check, certified check, wire transfer or money order occurs.

2.5 **Governance.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine without reference to the conflicts of law principles of the State.

2.6 **Successors and Assigns.** Subject to the conditions and terms specifically set forth in this Agreement, all the terms and conditions of this Agreement shall be binding on any successors and assigns of the parties hereto.

2.7 **Non-Waiver.** The parties acknowledge and agree that their waiver of any default under the terms of this Agreement at any time on certain circumstances shall not be construed or deemed to be a waiver of any subsequent or other default occurring either before or after the waived default, and that such parties shall be entitled to enforce their rights in the event of default regardless of any prior waivers thereof.

2.8 **Modification and Amendment.** This Agreement may only be amended, altered, or modified by a written instrument signed by each of the parties.

2.9 **Execution of Additional Instruments.** Each party hereby agrees to execute such other or further instruments of whatsoever kind or nature necessary to comply with any applicable laws, rules or regulations or to comply with the stipulations, agreements, conditions, and covenants contained and set forth in this Agreement.

2.10 **Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

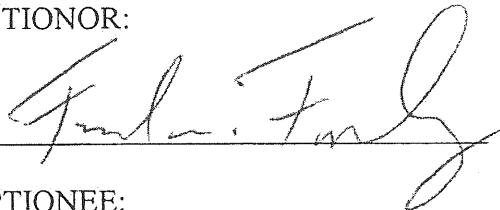
2.11 **Recordation.** The Optionee shall have and is hereby granted the absolute and unconditional right to record this Agreement or memorandum of this Agreement in all applicable public records in order to place third parties on notice of the rights, interests, and options of the Optionee contained and set forth herein and the Optionor agrees to fully cooperate with the Optionee in connection therewith including, without limitation, the agreement of the Optionor to execute a memorandum of this Agreement in recordable form (without payment to the Optionor of additional consideration therefore) which memorandum shall provide, without limitation, that the Optionor may record an affidavit executed by the Optionor which states, if true: (a) that the Optionor fully complied with the stipulations, agreements, conditions, and covenants contained and set forth in this Agreement, and (b) notwithstanding such performance by the Optionor, the Optionee failed to purchase the Property on or before the Closing Date. It is specifically understood and agreed that the recordation of such affidavit by the Optionor shall, as to third parties, render this Agreement null and void and of no further force and effect.

2.12 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument. Counterparts of this Agreement with facsimile signatures shall be deemed original counterparts for all purposes; however, each party shall promptly furnish counterparts with original signatures upon request

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

OPTIONOR:



OPTIONEE:



**STATE OF MAINE
COUNTY OF CUMBERLAND**

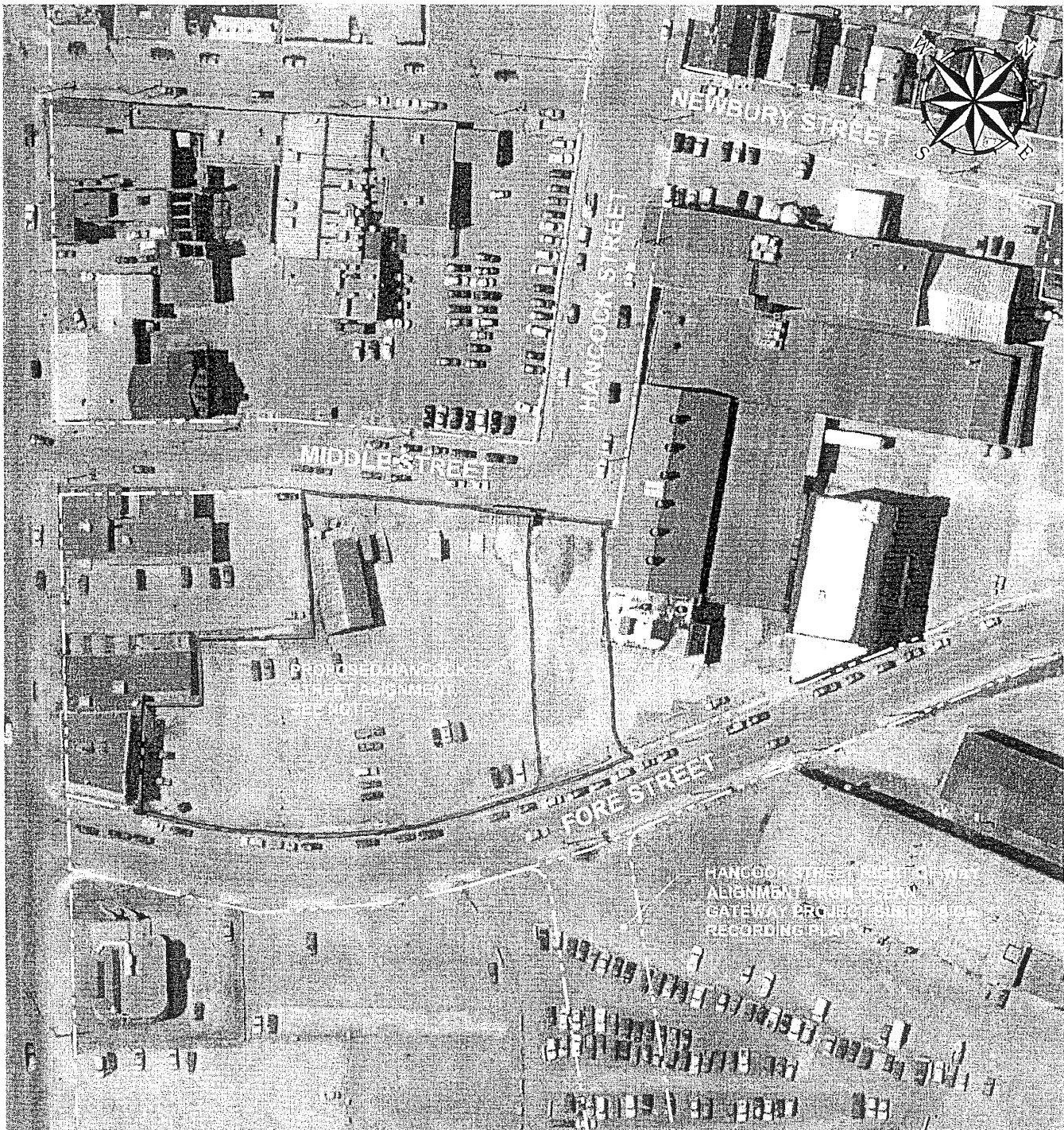
The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ who is personally known to me or has produced _____ as identification and who took an oath.

Notary Public
My Commission Expires:

**STATE OF MAINE
COUNTY OF CUMBERLAND**

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ who is personally known to me or has produced _____ as identification and who took an oath.

Notary Public
My Commission Expires:



NOTE:

1. PROPOSED HANCOCK STREET RIGHT-OF-WAY ALIGNMENT. RIGHT-OF-WAY WIDTH AND MEETS AND BOUNDS TO BE ESTABLISHED AND RECORDED UPON REVIEW AND APPROVAL BY THE CITY OF PORTLAND.
2. AERIAL PHOTO FROM MAINE OFFICE OF GIS. PROPERTY LINES AND RIGHT-OF-WAY FROM: OCEAN GATEWAY SUBDIVISION RECORDING PLAT, BY OWEN HASKELL, DATED AUGUST 2004, DRAFT SURVEY FOR EASTERN WATERFRONT DEVELOPMENT, BY OWEN HASKELL, DATED JULY 2005, AND CITY SURVEY OF FORE STREET AND MIDDLE STREET IN 2003.



BAR SCALE

1" = 100'

CHECK GRAPHIC SCALE BEFORE USING

WOODARD & CURRAN
Engineering • Science • Operations
PORTLAND, MAINE 200-421-4292

HANCOCK STREET ALIGNMENT

DESIGNED BY: JBC	CHECKED BY: DAS
DRAWN BY: JBC/DAS	203555-EXHIBIT A.dwg

RIVERWALK, LLC

EASTERN WATERFRONT REDEVELOPMENT

JOB NO: 203555
DATE: AUGUST 2005
SCALE: AS NOTED

EXHIBIT A

EXHIBIT B

No exceptions

COPY

OPTION AGREEMENT

This Option Agreement is entered into this 13th day of September 2005 by and between One India Street Associates, LLC, a Maine limited liability company with a mailing address of One India Street, Portland, Maine 04101 ("Optionor") and Gorham Savings Bank, with an address of 10 Wentworth Drive, Gorham, Maine 04038 ("Optionee").

1. Option Granted:

The Optionor, in consideration of the non-refundable amount of [REDACTED] to be received from Optionee prior to October 15, 2005, gives Optionee the exclusive option to purchase, upon the following terms and conditions, that certain parcel of land, together with any and all structures and improvements thereon at 1-19 India Street, Portland, Maine, and otherwise known as the Turner Barker or Grand Trunk Office Building as more particularly described in Schedule A attached hereto and made a part hereof (collectively the "Premises").

2. Option.

This option shall commence on October 15, 2005 and continue through April 15, 2006 (the "Option Period"), providing the non-refundable [REDACTED] is paid to the Optionor prior to October 15, 2005.

3. Exercise of Option.

Optionee may exercise this option at anytime during the Option Period by delivering in hand to an officer of Optionor or mailing notice to Optionor by Certified Mail, Return Receipt Requested.

4. Option Price.

The purchase price for this property is [REDACTED] payable by Optionee as follows:

(a) [REDACTED] the Option Price, shall be non-reimbursable, but credited against the purchase price.

(b) the balance of the purchase price shall be paid at the closing at the offices of Drummond & Drummond, LLP, One Monument Way, Portland, Maine, or at such other place as may be mutually agreed upon.

5. Extension of Option.

Optionee shall have the right to extend the Option Period for an additional six (6) periods of one (1) month each from April 15, 2006 through and including October 15, 2006 by paying [REDACTED] per month commencing on April 16, 2006 and continuing on the same day each and every month thereafter. Each of said extension payments of [REDACTED] per month shall be non-refundable and not be applied to the Option Price hereunder.

6. Failure to Exercise Option.

If Optionee does not exercise this option, Optionor shall retain the consideration paid hereunder in addition to the monthly extension amounts, if any, and neither party shall have any further rights or claims against the other by reason of this Option Agreement.

7. Closing Date.

The parties shall close this contemplated purchase transaction within thirty (30) days after Optionor shall have received written notice of the exercise of this option as set forth in Paragraph 3 herein above.

8. Assignment.

Optionee may assign this Option Agreement without prior consent of any nature from Optionor, provided that Optionee shall notify Optionor of any such assignment, together with the name and address of the assignee.

9. Recording.

Optionee shall not record this Option Agreement, but a memorandum hereof may be recorded and Optionor agrees to cooperate in signing said memorandum upon request of the Optionee, provided Optionor has received the [REDACTED] payment.

10. Termination of Prior Agreement.

Optionor is a party to that certain Purchase and Sale Agreement by and between Optionor and Riverwalk, LLC, dated April 19, 2005 (the "Purchase and Sale Agreement"), pursuant to which Optionor has contracted to sell the Premises to Atlantic Insurance Agencies, d/b/a Turner Barker Insurance (a related entity to Optionee), as successor buyer pursuant to the exercise of a right of first refusal. Optionor and Optionee agree that upon receipt by Optionor of the [REDACTED] payment hereunder, the Purchase and Sale Agreement shall be automatically terminated without the need of further notice or writing, and the [REDACTED] deposit paid thereunder to Optionor shall be immediately returned to Optionee.

11. Binding Effect.

This Option Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law.

This Option Agreement shall be governed by and construed in accordance with the Laws and of the State of Maine.

13. Counterparts.

This Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Notices.

Any and all notices or copies thereof required under this Option Agreement shall be hand delivered or sent by Certified Mail, Postage Prepaid, Return Receipt Requested, and be effective upon receipt, addressed as follows:

If to Optionor, to: Douglas Allen or Brad Kirkpatrick
One India Street
Portland, ME 04101

With a copy to: Drew Anderson, Esq.,
Murray Plumb and Murray
75 Pearl Street
Portland, ME 04104-5085

If to Optionee, to: Christopher W. Emmons, President
Gorham Savings Bank
10 Wentworth Drive
Gorham, ME 04038

With a copy to: Horace W. Horton, Esq.,
Drummond & Drummond, LLP
One Monument Way
Portland, ME 04101

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written above.

WITNESS:

[Signature]

ONE INDIA STREET ASSOCIATES, LLC

By: [Signature]
Member

WITNESS:

[Signature]

GORHAM SAVINGS BANK

[Signature]
By: Christopher W. Emmons
Its President

STATE OF MAINE

Cumberland, ss

September 13, 2005

Then personally appeared the above-named [Signature], as Member of One India Street Associates, LLC, and acknowledged the foregoing to be his free act and deed.

Before me,

[Signature]
Notary Public/Attorney at Law

[Signature]
Printed Name:

STATE OF MAINE

Cumberland, ss

September 13, 2005

Then personally appeared the above-named Christopher W. Emmons, as President of Gorham Savings Bank, and acknowledged the foregoing to be his free act and deed.

Before me,

[Signature]
Notary Public/Attorney at Law

[Signature]
Printed Name:

COPI

ASSIGNMENT OF OPTION AGREEMENT
BETWEEN
ONE INDIA STREET ASSOCIATES LLC, ("SELLER")
AND
GORHAM SAVINGS BANK ("BANK")

For valuable consideration including 1) the payment of a nonrefundable option assignment fee to Gorham Savings Bank ("Bank") of [REDACTED] no later than October 13, 2005, 2) the payment of certain tenant relocation expenses for Turner Barker Insurance Company in the amount of [REDACTED] Cents [REDACTED], 3) the transfer of a certain first floor office condominium to Bank for [REDACTED] and other valuable consideration, and 4) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Gorham Savings Bank, a Maine corporation ("Assignor"), hereby assigns, transfers, sets over and conveys subject to certain conditions set forth below to Riverwalk, LLC, a Maine LLC ("Assignee"), its entire right, title and interest (as defined below), in a certain Option Agreement (the "Option Agreement").

For purposes hereof, the term "Option Agreement" means that certain Option Agreement entered into on or about September 9, 2005 between One India Street Associates LLC and Gorham Savings Bank with respect to purchase of the land and improvements thereon situated at 1-19 India Street, Portland Maine for [REDACTED] as that Option Agreement may be amended from time to time and any other right, title and interest attributable to Assignor under any other agreement relating to the land and improvements thereon.

WITNESSETH:

WHEREAS, the Assignor is the holder of a binding Option Agreement to acquire all the land and buildings on a certain parcel of land, together with any and all structures and improvements thereon, situate, lying and being at 1-19 India Street, Portland, Maine and otherwise known as the Turner Barker or Grand Trunk office building and land ("Turner Barker" or "Option Property"); and

WHEREAS, Assignor does hereby covenant with Assignee that Assignor is the lawful owner of the Option Agreement; that the Option Agreement is binding and in full force and effect free from all encumbrances; and that Assignor has full authority and good right to assign the Option Agreement as aforesaid; and

WHEREAS, Assignor desires to assign the Option Agreement to Assignee for the nonrefundable payment of [REDACTED] which payment shall be paid by Assignee to Assignor on or before October 13, 2005 and then paid by Assignor to One India Street Associates, LLC as required by the Option Agreement, and such amount shall be credited towards the purchase price of the Option Property; and

WHEREAS, Assignee shall pay a consulting fee to Malone Commercial Brokers in an amount not to exceed [REDACTED] for its services in this matter, which amount shall be paid at closing on the Option Property and may be reflected as part of the purchase price of the Option Property at the sole discretion of the Assignee; and

WHEREAS, such Option Agreement shall have an initial term and be valid and enforceable through April 15, 2006 and may be extended on a month to month basis through October 15, 2006 for additional nonrefundable monthly payments to One India Street Associates, LLC of [REDACTED], which amounts shall not be credited against the purchase price of the Option Property; and

WHEREAS, Assignor will cause One India Street Associates, LLC or its own agents to provide to Assignee all environmental, soils, geotech, survey, structural or other reports, studies and documents related to the Option Property within ten (10) days of the execution of this Agreement; and

WHEREAS, Assignor desires to grant to Assignee, on its own behalf, and on that of its affiliates and tenants in the Turner Barker building, all reasonable and necessary rights to renovate and/or develop the Option Property and to create a Declaration of Condominium creating, *inter alia* a commercial office condominium of the entire first floor of the existing Turner Barker building to the satisfaction of Assignor; and

WHEREAS, Assignee, after exercising the Option Agreement and upon closing on the Option Property, desires to transfer full right, title and interest to Assignor and/or its assigns, ownership in the first floor office condominium in the Turner Barker building for [REDACTED] plus other valuable consideration; and

WHEREAS, Assignor desires to enter into a lease agreement for said first floor office condominium in the Turner Barker building with Assignee and/or its assigns at closing on the Option Property for an initial term of eight (8) years commencing on the date of Assignee's transfer to Assignor, at a full net base rent of [REDACTED] per year plus Assignee will have the responsibility for and pay all capital costs, condominium fees, operating costs attributable to such condominium space; and

WHEREAS, Assignor desires to grant to Assignee within such lease agreement multiple five (5) year renewal options for such space at the then prevailing market rates for such space, but Assignor shall reserve to itself the right in its sole discretion not to grant such renewal extensions, with such non-renewal notice terms being consistent with those set forth in that certain Dimillo's lease agreement of Assignor, but such right not to renew may only be exercised by Assignor in the event Assignor intends in good faith to imminently renovate and use such space as one of its retail bank branches; and

WHEREAS, Assignee desires to grant to Assignor, on its own behalf, and on that of its affiliates, tenants and other condominium owners in the Turner Barker building and abutting development, all reasonable and necessary rights to reasonably renovate the interior of the first floor condominium of the Turner Barker building as and when Assignor notifies Assignee in writing of its intent not to renew the Dimillo's lease agreement and of its intent to renovate such condominium as a retail bank branch; and

WHEREAS, Assignor wishes to grant to Assignee its commitment to timely seek approvals and permits and then to reasonably renovate, at Assignee's sole cost, the exterior walls, roof, windows, sidewalks, landscaping, lighting, east, west and northerly entries to the building (at least

one of which shall be ADA compliant), remove the current stair and elevator core, etc. of the Turner Barker building consistent with prudent historic preservation and the balance of Assignee's development; and

WHEREAS, Assignee and Assignor acknowledge and agree that Assignee's development requires the creation of a certain luxury image imbued with appropriate vibrancy and active use throughout the daylight and evening hours of its operation as a luxury hotel, condominiums and spa, and Assignor recognizes the needs for such images and wishes to grant to Assignee its commitment to install, at Assignee's sole cost, mutually agreeable window treatments in the interior of all windows of the first floor of the Turner Barker building and to mutually agree on after hour interior and exterior lighting policies for the Turner Barker building as and when Assignor renovates and occupies the first floor condominium as a retail bank branch; and

WHEREAS, neither Assignor nor One India Street Associates, LLC shall hereafter enter into anything other than month to month commercial leases for the Option Property, and all tenants of the Option Property shall vacate the building no later than one hundred and twenty days (120) after Assignee closes on the purchase of the Option Property; and

WHEREAS, Assignee shall pay Assignor or its assigns a [REDACTED] [REDACTED] tenant relocation fee at the closing on the Option Property; and

WHEREAS, Assignee and/or its assigns may commence construction, excavation and other development activities on the land surrounding the Turner Barker building prior to the tenants thereof vacating the premises, and if so and upon Assignor's request, Assignee will find and pay for reasonable replacement parking for such tenants within a 2 block radius of the Option Property and will use its reasonable and good faith efforts to minimize the business disruption caused by any such work; and

WHEREAS, Assignee will provide, at then market rates, a lease agreement for up to 12 vehicle parking spaces in the structured parking facility to be developed by Assignee on the westerly portion of the Shipyard Brewing Company site, for use by Assignor if and when it renovates and occupies the first floor condominium as a retail bank branch, and such spaces shall be identified and placed in a manner to be conducive to the use thereof by Assignor's retail bank branch employees and/or customers; and

WHEREAS, Assignee and Assignor agree to work diligently and in good faith to include within the Declaration of Condominium rules and regulations regarding appropriate signage for Assignor if and when it occupies the first floor condominium space as a retail bank branch, window treatments, after hours lighting and other items that each acknowledges is important to the branding, success and operation of their respective businesses, but all expenses involved in completion of the condominium shall be the sole and complete obligation of Assignee; and

WHEREAS, Assignee and Assignor will enter into a covenant which provides that Assignee will not lease, sell or otherwise allow another retail bank branch or ATM to occupy any space on the block of its development bounded by Fore, Hancock, India and Commercial Streets and it will allow Assignor to place an ATM as the sole ATM within the hotel lobby subject to design review and placement review by Assignee in keeping with the luxury nature of its development, such review and consent not to be unreasonably withheld, delayed or conditioned; and

NOW, THEREFORE, in consideration of the above agreements and payments (the "Option Fees") to be paid or performed by Assignee and for other good and valuable considerations, the receipt and sufficiency of which is hereby absolutely and unconditionally acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I

1.1 Assignment Granted. Subject to the terms of this Agreement, the Assignee shall have and is hereby granted an assignment of the Option Agreement which shall grant Assignee the exclusive option to purchase the entire interest of the Assignor in and to the Option Property, (the "Option"), free and clear of any and all liens and encumbrances, for a purchase price (the "Purchase Price") equal to [REDACTED]

1.2 Assignment Term. The Assignment shall remain in full force and effect until the close of business on October 13, 2005. To effectuate the assignment, Assignee shall pay to Assignor the [REDACTED] option assignment fee, at which time the Option Assignment shall be fully effective. If the option assignment fee is not paid by the close of business on October 13, 2005, this Option Assignment Agreement shall be deemed to have lapsed and shall be null and void *ab initio* and an Affidavit of such expiration signed by Assignor and recorded in the Cumberland County Registry of Deeds shall constitute conclusive evidence for title purposes that this Option Assignment Agreement is no longer in effect.

1.3 Conditions Precedent to Exercise of Option Assigned Pursuant to this Agreement. This Option Assignment Agreement shall be rendered void *ab initio* if at any time prior to closing on the Option Property, Assignee fails to execute the several agreements described herein or to otherwise perform or commit in good faith to the covenants contained herein.

1.4 Mutually Acceptable Agreements Between the Parties Subsequent to the Execution of This Agreement. The parties hereto shall negotiate in good faith and enter into mutually acceptable written agreements to each of the items noted hereinabove.

1.5 Closing. If the Option assigned herein is exercised in accordance with this Agreement, the closing for the purchase of the Option Property from the Assignor or One India Street Associates to the Assignee shall be held as expeditiously as possible, and not later than the extended option expiration date as set forth in such Option. The closing shall be held at the law office of Bernstein, Shur, Sawyer & Nelson at 100 Middle Street, Portland, Maine 04101.

1.6 Payment of Costs. Each party hereto shall pay all of their own costs and expenses related to this Agreement and the transfer's contemplated hereby as such fees are incurred.

1.7 Brokerage. Assignor and Assignee each represent and warrant to the other that no brokers or agents have been employed with respect to this transaction by either of them, and each agree to indemnify and hold the other harmless from any claim by any other broker or agent claiming compensation in respect of this transaction, alleging an agreement with either of them, as the case may be.

ARTICLE II

2.1 Entire Agreement. This Agreement contains the entire agreement between the Assignor and the Assignee and no representations or agreements, either oral or written, between them other than those contained in this Agreement shall survive the execution of this Agreement, and the parties acknowledge that no representations made to the other and not contained in this Agreement as covenants or warranties have been relied upon by any party hereto in the execution of this Agreement.

2.2 Construction. Words of any gender used in this Agreement shall be construed to include all genders and words in the singular shall be construed to include the plural, where the context so requires. The words "herein", "hereof", and "hereunder" when used in this Agreement shall be construed to refer to this Agreement in its entirety and not to any particular section or provision thereof. In addition, the parties acknowledge that they were represented by counsel in connection with the drafting of this Agreement, and that the parties participated in the drafting of this Agreement and no provision of this Agreement shall be construed more strongly against one party or another.

2.3 Partial Invalidity. In any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

2.4 Notices. All notices, demands, requests or other communications required or permitted under the term of this Agreement shall be in writing and, unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be sent to the parties at the respective addresses set forth in the preamble to this Agreement.

Notices may be given on behalf of any party by its legal counsel.

Each such notice, demand, request, or other communication shall be deemed to have been properly given for all purposes if (i) delivered against a written receipt of delivery, (ii) mailed by certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as set forth above.

Each such notice, demand or request, shall be deemed to have been given upon actual receipt or first refusal of the addressee to accept delivery.

2.5 Governance. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine without reference to the conflicts of law principles of the State.

2.6 Successors and Assigns. Subject to the conditions and terms specifically set forth in this Agreement, all the terms and conditions of this Agreement shall be binding on any successors and assigns of the parties hereto.

2.7 Non-Waiver. The parties acknowledge and agree that their waiver of any default under the terms of this Agreement at any time on certain circumstances shall not be construed or deemed to be a waiver of any subsequent or other default occurring either before or after the waived default, and that such parties shall be entitled to enforce their rights in the event of default regardless of any prior waivers thereof.

2.8 Modification and Amendment. This Agreement may only be amended, altered, or modified by a written instrument signed by each of the parties.

2.9 Attorneys' Fees. In the event that any party is required to engage the services of legal counsel to enforce rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees from non-prevailing parties. In the event of litigation, said attorney's fees shall include fees and costs, both at trial and on appeal.

2.10 Execution of Additional Instruments. Each party hereby agrees to execute such other or further instruments of whatsoever kind or nature necessary to comply with any applicable laws, rules or regulations or to comply with the stipulations, agreements, conditions, and covenants contained and set forth in this Agreement.

2.11 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

2.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same instrument. Counterparts of this Agreement with facsimile signatures shall be deemed original counterparts for all purposes; however, each party shall promptly furnish counterparts with original signatures upon request.

ARTICLE III

3.1 Termination of Prior Agreement. One India Street Associates, LLC is a party to that certain Purchase and Sale Agreement by and between One India Street Associates, LLC and Assignee, dated April 19, 2005 (the "Purchase and Sale Agreement"), pursuant to which One India Street Associates, LLC has contracted to sell the Option Property to Atlantic Insurance Agencies (a related entity to the Bank), as successor buyer pursuant to the exercise of a right of first refusal. The parties agree that upon receipt by One India Street Associates, LLC, of the [REDACTED] payment required under a certain Option Agreement of even date herewith, the Purchase and Sale Agreement shall be automatically terminated without the need of further notice or writing, and the [REDACTED] deposit paid thereunder to One India Street Associates, LLC shall be immediately returned to the Bank.

IN WITNESS WHEREOF, the Assignor has executed this Assignment Agreement as of the 13th day of September 2005.

ASSIGNOR - GORHAM SAVINGS BANK

By: Christopher W. Emmons
Its Pres + CEO

ASSIGNEE - RIVERWALK, LLC

Drew E. Swenson
By: DREW E. SWENSON
Its MANAGER

STATE OF MAINE
COUNTY OF CUMBERLAND

September 13, 2005

Personally appeared the above named CHRISTOPHER W. EMMONS, PRESIDENT of Gorham Savings Bank and gave oath that the foregoing is his free act and deed in his said capacity and the free act and deed of the said company.

Forrest B. Fortin
Notary Public/Attorney at Law
My Commission Expires: N/A

STATE OF MAINE
COUNTY OF CUMBERLAND

September 13, 2005

Personally appeared the above named DREW E. SWENSON, Manager of Riverwalk, LLC and gave oath that the foregoing is his free act and deed in his said capacity and the free act and deed of the said company.

Forrest B. Fortin
Notary Public/Attorney at Law
My Commission Expires: N/A

DRUMMOND & DRUMMOND, LLP
COUNSELORS AT LAW
ONE MONUMENT WAY
PORTLAND, MAINE 04101

Horace W. Horton
HHorton@ddl.com

Telephone: 207-774-0317 (x107)
Facsimile: 207-761-4690
www.ddlaw.com

September 15, 2005

VIA US CERTIFIED MAIL - RETURN RECEIPT

Douglas Allen/Brad Kirkpatrick
One India Street
Portland, ME 04101

Drew Anderson, Esq.
Murray Plumb and Murray
75 Pearl Street
Portland, ME 04104-5085

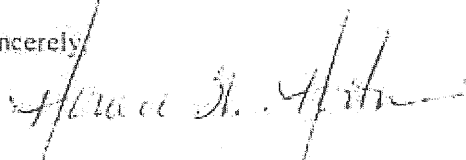
CC COPY

RE: One India Street

Gentlemen:

Please be advised that under the terms of the Option Agreement, Paragraph 8, Assignment, Gorham Savings Bank has assigned this Option Argument to Riverwalk, LLC. Your contact person at Riverwalk, LLC is Drew E. Swenson, whose address is Swenson & Co., 2 Market Street, Suite 500, Portland ME 04101, and his telephone numbers are 775-2464 and fax 775-2465.

Sincerely,



Horace W. Horton

HWH/lss

cc: Christopher W. Emmons, President & CEO,
Gorham Savings Bank

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made as of the 2nd day of September, 2005 by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "**CITY**"), and **RIVERWALK LLC**, a Maine limited liability company with a place of business at 2 Market Street, Portland in Cumberland County, Maine (hereinafter referred to as "**BUYER**"). The Effective Date of this Agreement shall be deemed to be the date first set forth above in this Agreement, provided that if no date is filled in or if either of the signatures of the parties are dated later than the above, the Effective Date shall be the last date of the signature of the last to sign of **BUYER** or **CITY**. The parties agree to upon request confirm to the other party the Effective Date of this Agreement.

WITNESSETH:

WHEREAS, **CITY** is the owner of certain land located on the Eastern Waterfront, Portland, Maine, which property is also described on City of Portland Tax Assessors Maps effective April 1, 2005 as a portion of Map 19, Block A, Lot 14 and which is more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements situated thereon and appurtenances thereto (hereinafter referred to as "**the Property**"); and

WHEREAS, the **CITY** sought proposals for development of the Property pursuant to a Request for Proposals entitled Eastern Waterfront Garage Proposal # 4504, and **BUYER** submitted a responsive proposal dated February 26, 2004, subsequently amended on September 8, 2004; and

WHEREAS, **BUYER** desires to acquire the Property from **CITY**, and **CITY** desires to sell same to **BUYER** on such terms as are set out herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties intend to be legally bound as follows: