

34-C-5

2002-0088

Hanover Street

Parking Lot

Atlantic Bayside Square

add to Spreadsheet

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
DRC Copy**

2002-0088  
Application I. D. Number  
  
04/01/2002  
Application Date  
  
Hanover Street Parking Lot  
Project Name/Description

Atlantic Bayside Square Llc  
Applicant  
50 Portland Pier , Portland, ME 04101  
Applicant's Mailing Address

Consultant/Agent  
Applicant Ph: (207) 828-1080 Agent Fax:  
Applicant or Agent Daytime Telephone, Fax

Hanover St, Portland, Maine  
Address of Proposed Site  
034 C005001  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units \_\_\_\_\_ Acreage of Site \_\_\_\_\_ Zoning **B5**

**Check Review Required:**

- Site Plan (major/minor)  Subdivision # of lots \_\_\_\_\_  PAD Review  14-403 Streets Review
- Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification
- Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_

Fees Paid: Site Plan \$400.00 Subdivision \_\_\_\_\_ Engineer Review \$1,595.96 Date 06/14/2002

**DRC Approval Status:**

Reviewer **Rick Knowland**

- Approved  Approved w/Conditions See Attached  Denied

Approval Date 06/07/2002 Approval Expiration 06/07/2003 Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance Rick Knowland 06/21/2002  
signature date

Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

|  |                           |  |                                      |
|--|---------------------------|--|--------------------------------------|
| <input checked="" type="checkbox"/> Performance Guarantee Accepted | <u>06/19/2002</u><br>date | <u>\$92,000.00</u><br>amount                       | <u>06/12/2003</u><br>expiration date |
| <input type="checkbox"/> Inspection Fee Paid                       | _____<br>date             | _____<br>amount                                    |                                      |
| <input type="checkbox"/> Building Permit Issue                     | _____<br>date             |  |                                      |
| <input type="checkbox"/> Performance Guarantee Reduced             | _____<br>date             | _____<br>remaining balance                         | _____<br>signature                   |
| <input type="checkbox"/> Temporary Certificate of Occupancy        | _____<br>date             | <input type="checkbox"/> Conditions (See Attached) | _____<br>expiration date             |
| <input type="checkbox"/> Final Inspection                          | _____<br>date             | _____<br>signature                                 |                                      |
| <input type="checkbox"/> Certificate Of Occupancy                  | _____<br>date             |  |                                      |
| <input type="checkbox"/> Performance Guarantee Released            | _____<br>date             | _____<br>signature                                 |                                      |
| <input type="checkbox"/> Defect Guarantee Submitted                | _____<br>submitted date   | _____<br>amount                                    | _____<br>expiration date             |
| <input type="checkbox"/> Defect Guarantee Released                 | _____<br>date             | _____<br>signature                                 |                                      |

## DRAINAGE AGREEMENT AND GRANT OF EASEMENT

This Agreement is made this 4<sup>th</sup> day of JUNE, 2002, by and between ATLANTIC BAYSIDE SQUARE, LLC, 50 Portland Pier, Portland, Maine 04101 ("Atlantic"), and CENTURY TIRE CO., P.O. Box 1318 Portland, Maine 04101 ("Century Tire").

WHEREAS, Atlantic desires to make certain improvements to its property on Hanover Street, Portland Maine, (the "Atlantic Property") including the installation of storm drains. In conjunction with the installation of the storm drains, Atlantic desires to connect storm drain piping to an existing catch basin on Century Tire Property as shown on the attached Exhibit A (the Catch Basin") and to sheetflow stormwater from a portion of the Atlantic Property into the Catch Basin.

NOW THEREFORE and in consideration of the mutual covenants contained herein, the receipt and sufficiency whereof are hereby acknowledged, Atlantic and Century Tire agree as follows:

1. Century Tire shall permit Atlantic to install and connect certain storm drain piping to the Catch Basin generally as shown on Exhibit A.
2. Century Tire hereby grants to Atlantic a perpetual easement appurtenant to and for the benefit of the Atlantic Property, located in the area designated on Exhibit A as the "Easement Area," for the purpose of installing, maintaining, repairing and/or replacing Atlantic's storm drain piping and connecting said piping to the Catch Basin.
3. Atlantic shall submit a stormwater plan for the Atlantic Property, which includes the connection of storm drain piping from the Atlantic Property to the Catch Basin for approval to the City of Portland, and Century Tire agrees to cooperate with Atlantic in such submittal.
4. Atlantic agrees to comply with all applicable municipal, state and federal laws, including but not limited to zoning, land use and environmental laws, and shall obtain all permits, if any, necessary for Atlantic's proposed connection to the Catch Basin.
5. All improvements to the Atlantic Property and the connection of storm drain piping to the Catch Basin shall be at Atlantic's sole cost and expense.
6. Atlantic shall be responsible for the cost of any repairs to the Catch Basin or other disturbance to the Century Tire Property, which are the result of the connection of its storm drain piping to the Catch Basin or other activities undertaken by Atlantic on Century Tire Property pursuant to this Agreement.
7. As a condition of this Agreement, Atlantic, its successors and assigns, shall defend, indemnify and hold harmless Century Tire and its trustees, beneficiaries, tenants, officers, directors and agents, and each of their respective heirs, successors and assigns from and against any and all claims, losses, costs, damages, or causes of action, including

attorneys' fees and expenses, arising out of the installation, maintenance, repair or replacement of storm drain piping or connection to the Catch Basin or presence upon Century Tire Property pursuant to this Agreement by Atlantic, its successors and assigns or its or their agents.

8. In the event of a breach or a default of any parties' covenants or obligations hereunder and/or in the event of any action or proceeding brought by any party to enforce the easement or rights contained herein, the expenses and costs, including without limitation reasonable attorneys fees, related such to breach or default and/or such action or proceeding incurred by the prevailing party shall be the obligation of the non-prevailing party.

9. The benefits and burdens of the foregoing easements, covenants and rights shall inure to and shall bind, as the case may be, the respective successors and assigns of the parties hereto and the same shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument under seal on the day and date set forth above.

CENTURY TIRE CO.

By: Richard Aronson  
Richard Aronson

Its Pres.

ATLANTIC BAYSIDE SQUARE, LLC

By: Theodore V. West

Its Manager, duly authorized

# City of Portland Planning Department

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

## FAX TRANSMISSION COVER SHEET

Date: 4-17-02

To: STEVE BRADSTREET

Company: EER

Fax #: 774-6907

From: RICK KNOWLAND

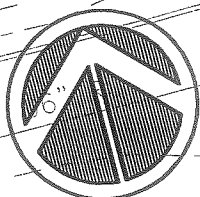
RE: STEVE, ATTACHED ARE COMMENTS ON THE  
HANOVER STREET PARKING LOT.

YOU SHOULD RECEIVE 3 PAGE(S),  
INCLUDING THIS COVER SHEET.  
IF YOU DO NOT RECEIVE ALL THE PAGES,  
PLEASE CALL (207)874-8721 OR (207)874-8719.

4-17-02

## HANOVER STREET PARKING LOT STAFF COMMENTS

1. WE WILL NEED A COPY OF A FINAL AGREEMENT BETWEEN THE APPLICANT AND CENTURY TIRE REGARDING THE DRAINAGE EASEMENT AND CONNECTING INTO THE CATCH BASIN
2. CENTURY TIRE DUMPSTER WILL NEED TO BE SCREENED ON ALL 4 SIDES PRESUMABLY BY A SOLID WOOD FENCE.
3. ADD A THIRD STREET TREE ALONG HANOVER STREET.
4. SIDEWALK ALONG HANOVER STREET SHOULD BE CONCRETE
5. SEE ATTACHED SKETCH ON CURB AND LANDSCAPING NEAR CENTURY TIRE
6. I ASSUME THERE ARE BREAKS BETWEEN THE TIMBERS SO THAT WATER IS NOT DAMMED UP. NOT TOTALLY SOLD ON THE TIMBER CONCEPT, HOW ARE THEY GOING TO BE SECURED IN THE GROUND? IN THE LONG RUN, I THINK WE ALL WOULD BE BETTER SERVED BY CONCRETE CURB STOPS. THEY ARE MORE DURABLE THAN WOOD AND CAN BE USED LATER.
7. LIGHTING DISCUSSED PREVIOUSLY.



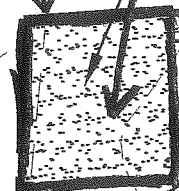
NORTH

0.12%  $\nearrow$  *Rim Water level*



**INSTALL CURB**  
**PLANT AUSTRIAN PING 6 TO 8 FEET HIGH**

EXISTING GRAVEL TO REMAIN



10 STALLS @ 8' x 15'

R=2', TYP.  
TEMPORARY CENTURY TIRE PARKING AREA

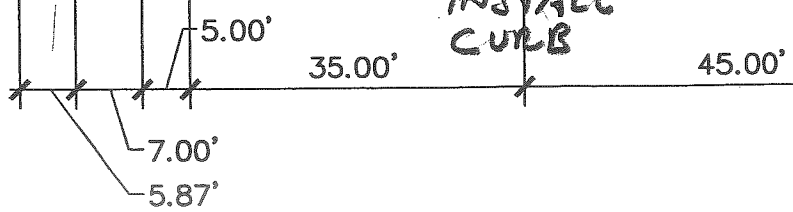
6" x 8" TIMBERS TO DELINEATE PARKING AREAS

5 STALLS @ 8' x 19'

CENTURY TIRE DUMPSTER

**INSTALL CURB**

7.2  
61'  
5.3'



**SITE LAYOUT, STRIPING AND LANDSCAPING PLAN**

Department of Planning & Development  
Lee D. Urban, Director



**CITY OF PORTLAND**

**Division Directors**  
Mark B. Adelson  
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP  
Planning

John N. Lufkin  
Economic Development

June 6, 2002

Mr. Stephen Bradstreet  
EGR, Inc.  
222 St. John Street, Suite 314  
Portland, ME 04102

RE: Hanover Street Parking Lot; 2002-0088; CBL: 034-C-0005

Dear Mr. Bradstreet:

On June 7, 2002, the Portland Planning Authority granted minor site plan approval for a 69-space parking lot in the vicinity of Hanover Street.

The approval is subject to the following condition:

- i. The curb stops separating the Atlantic Bayside Square parking area from the Century Tire parking area shall not be removed unless a revised site plan is submitted to the Planning Division for review and approval.
- ii. When the drainage agreement and grant of easement has been recorded at the County Registry of Deeds, please forward to the Planning Office in writing, the book and page number of the recording.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

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

1. 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. A one-year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 2.0% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.



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

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

# Fax

To: STOUG SHAW

Company:

Fax: 828-1048

Date: 6-11-02

From: RICK KNOWLAND

RE: HANOVEN ST. PARKING LOT

Comments: STOUG, THE TOTAL AMOUNT OF THE PERFORMANCE  
GUARANTEE HAS BEEN CONFIRMED AT \$91,498.00.  
THE INSPECTION FEE IS \$1,829.96.

Department of Planning & Development  
Lee D. Urban, Director



**CITY OF PORTLAND**

Division Directors  
Mark B. Adelson  
Housing & Neighborhood Services

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PLANNING AND DEVELOPMENT DEPARTMENT  
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 6-6-02

Name of Project: Atlantic Bayside Square LLC  
 Address/Location: Hanover St. Parking Lot  
 Developer: Atlantic Capital  
 Form of Performance Guarantee: \_\_\_\_\_  
 Type of Development: Subdivision \_\_\_\_\_ Site Plan (Major/Minor) \_\_\_\_\_

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

| Item                       | PUBLIC    |           |          | PRIVATE    |           |           |
|----------------------------|-----------|-----------|----------|------------|-----------|-----------|
|                            | Quantity  | Unit Cost | Subtotal | Quantity   | Unit Cost | Subtotal  |
| 1. STREET/SIDEWALK         |           |           |          |            |           |           |
| Road                       |           |           |          | All Paving |           | 22,272.00 |
| Granite Curbing            | 120'      | 40.00     | 4800.00  |            |           |           |
| Sidewalks                  | 121' x 5' | 47.11     | 5700.00  |            |           |           |
| Esplanades                 |           |           |          |            |           |           |
| Monuments                  |           |           |          |            |           |           |
| Street Lighting            |           |           |          | 7          | 3,323.57  | 23,256.00 |
| Street Opening Repairs     | 121' x 1' | 10.00     | 1200.00  |            |           |           |
| Other Bit. Curbing         |           |           |          | 625'       | 5.95      | 3720.00   |
| 2. BARTH WORK              |           |           |          |            |           |           |
| Cut                        |           |           |          |            |           |           |
| Fill                       |           |           |          |            |           |           |
| 3. SANITARY SWER           |           |           |          |            |           |           |
| Manholes                   |           |           |          |            |           |           |
| Piping                     |           |           |          |            |           |           |
| Connections                |           |           |          |            |           |           |
| Main Line Piping           |           |           |          |            |           |           |
| House Sewer Service Piping |           |           |          |            |           |           |
| Pump Stations              |           |           |          |            |           |           |
| Other                      |           |           |          |            |           |           |
| 4. WATER MAINS             |           |           |          |            |           |           |
| 5. STORM DRAINAGE          |           |           |          |            |           |           |
| Manholes                   |           |           |          | 1          | 1500.00   | 1500.00   |
| Detention Basin            |           |           |          | 318'       | 30.00     | 9,540.00  |
| Stormwater Quality Units   |           |           |          | *          | 10,400.00 | 10,400.00 |
| Other                      |           |           |          |            |           |           |

\* Down stream defender

JUN-04-02 TUE 01:49 PM

ATLANTA, GA 30318

FAX NO. 2076281048

11 00

7. EROSION CONTROL

- Silt Fence
- Check Dams
- Pipe Eject/Outlet Protection
- Level Lip Spreader
- Slope Stabilization
- Chowdris
- Flap Edge Barriers
- Catch Basin Inlet Protection

8. RECREATION AND OPEN SPACE AMENITIES

- Rumpster Enclosures
- 9. LANDSCAPING
- Attach breakdown of plant materials, quantities, and unit costs)

10. MISCELLANEOUS

- Trees, Striping, Concrete stops, Loam, Seed, Mulch 7,760.00
- TOTAL

GRAND TOTAL \$ 11,700.00

\$ 79,798.00

Total \$ 91,498.00

INSPECTION FEE (to be filled out by the City)

|                            | <u>PUBLIC</u> | <u>PRIVATE</u> | <u>TOTAL</u> |
|----------------------------|---------------|----------------|--------------|
| A. 1.0% of totals:         |               |                |              |
| Et                         |               |                |              |
| B. Alternative Assessment: |               |                |              |
| Assessed by:               | (name)        | (name)         |              |

JUN-04-02 TUE 01:42 PM

ATLANTIC CAPITAL

PLANNING AND DEVELOPMENT DEPARTMENT

P. 07

PLANNING AND DEVELOPMENT DEPARTMENT  
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

6-6-02

Name of Project: Atlantic Bayside Square LLC

Address/Location: HANOVER ST Parking Lot

Developer: Atlantic Capital Bayside Sq.

Printer  
Steve SHAW  
828-1090

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

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

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

| Item                       | Quantity  | Unit Cost | Subtotal | PRIVATE    |           |           |
|----------------------------|-----------|-----------|----------|------------|-----------|-----------|
|                            |           |           |          | Quantity   | Unit Cost | Subtotal  |
| 1. STREET/SIDEWALK         |           |           |          |            |           |           |
| Road                       |           |           |          |            |           |           |
| Granite Curbing            | 120'      | 40.00     | 4800.00  |            |           |           |
| Sidewalks                  | 121' x 5' | 47.11     | 5700.00  |            |           |           |
| Esplanades                 |           |           |          |            |           |           |
| Monuments                  |           |           |          |            |           |           |
| Street Lighting            |           |           |          | 7          | 3323.57   | 23256.10  |
| Street Opening Repairs     | 121' x 1' | 10.00     | 1200.00  |            |           |           |
| Other <i>Bit. Curbing</i>  |           |           |          | 625'       | 5.95      | 3720.00   |
| 2. EARTH WORK              |           |           |          |            |           |           |
| Cut                        |           |           |          |            |           |           |
| Fill                       |           |           |          |            |           |           |
| 3. SANITARY SPWER          |           |           |          |            |           |           |
| Manholes                   |           |           |          |            |           |           |
| Piping                     |           |           |          |            |           |           |
| Connections                |           |           |          |            |           |           |
| Main Line Piping           |           |           |          |            |           |           |
| House Sewer Service Piping |           |           |          |            |           |           |
| Pump Stations              |           |           |          |            |           |           |
| Other                      |           |           |          |            |           |           |
| 4. WATER MAINS             |           |           |          |            |           |           |
| 5. STORM DRAINAGE          |           |           |          |            |           |           |
| Manholes                   |           |           |          | 1          | 1500.00   | 1500.00   |
| Catchbasins                |           |           |          | 313' x 10" | 30.00     | 9390.00   |
| Piping                     |           |           |          |            |           |           |
| Detention Basin            |           |           |          |            |           |           |
| Stormwater Quality Units   |           |           |          | 1          | 10,400.00 | 10,400.00 |
| Other                      |           |           |          |            |           |           |

\* Down Stream Defender

JUN-04-02 TUE 01:49 PM

ATLANTIC CAPITAL

PROJECT NO. 02031046

P. 03

- 6. SITE LIGHTING \_\_\_\_\_
- 7. EROSION CONTROL \_\_\_\_\_
  - Silt Fence \_\_\_\_\_
  - Check Dams \_\_\_\_\_
  - Pipe Inlet/Outlet Protection \_\_\_\_\_
  - Level Lip Spreader \_\_\_\_\_
  - Slope Stabilization \_\_\_\_\_
  - Geotextile \_\_\_\_\_
  - Hay Bale Barriers \_\_\_\_\_
  - Catch Basin Inlet Protection \_\_\_\_\_

8. RECREATION AND OPEN SPACE AMENITIES

9. LANDSCAPING *Dumpster Enclosures* 1 1,500.00 6,500.00

(Attach breakdown of plant materials, quantities, and unit costs)

10. MISCELLANEOUS

*Trees, Striping, Concrete Stops, Lamps, Seed, Mulch* 7,760.00

GRAND TOTAL:

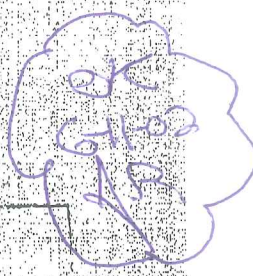
\$ 11,700.00

\$ 79,798.00

\$ 91,498.00

INSPECTION FEE (to be filled out by the City)

|                            | PUBLIC              | PRIVATE             | TOTAL          |
|----------------------------|---------------------|---------------------|----------------|
| A: 2.0% of totals:         | <u>234.00</u>       | <u>1595.96</u>      | <u>1829.96</u> |
| B: Alternative Assessment: |                     |                     |                |
| Assessed by:               | <u>JR</u><br>(name) | <u>JR</u><br>(name) | <u>JR</u>      |



PROJECT Hanover St  
LOCATION \_\_\_\_\_  
SUBJECT \_\_\_\_\_

By SJB DATE 4/8/02  
Checked \_\_\_\_\_ DATE \_\_\_\_\_  
Revised \_\_\_\_\_ DATE \_\_\_\_\_

SHEET \_\_\_\_\_ Of \_\_\_\_\_  
Job No. \_\_\_\_\_



$$\text{Drainage area} = 42.3 \text{ A} = 16,920 \text{ SF} = .39 \text{ A}$$

### Rational Method

$$C = .8 - .9 \text{ pavement}$$

$$C = .3 - .4 \text{ lawn}$$

Conservatively: All pavement  $C = .9$

Time of Concentration  $< 5 \text{ min}$  Use  $5 \text{ min}$

$$\text{Intensity } i_2 = 4.0 \text{ in/hr}$$

$$Q_2 = .9 (4.0) (.39) = 1.4 \text{ CFS}$$

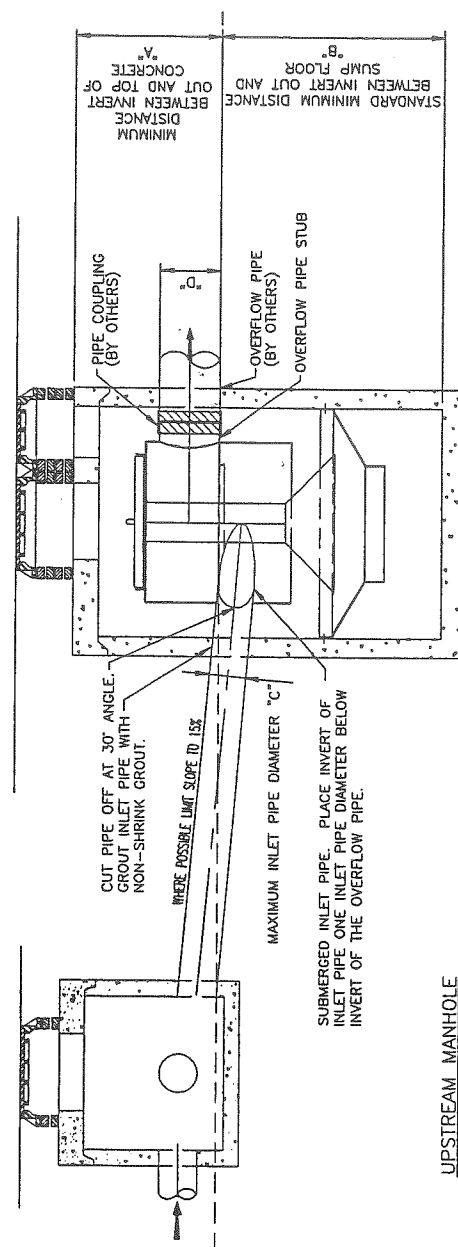
$$Q_2 \text{ year} = 1.4 \text{ CFS}$$

Based on DEP's TSS removal efficiency for a Downstream Defender, 50% is expected for a 4' diameter structure for a one year storm of 1.4 CFS.

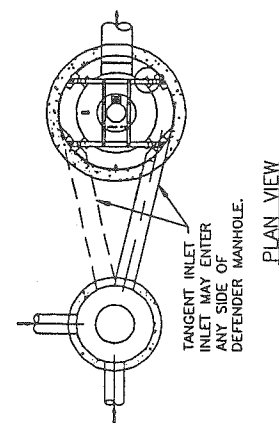
Since the 2 year event is equal to DEP's 1 year max, this unit will have a 50% removal efficiency.

See attached DEP correspondence.

| DOWNSTREAM DEFENDER DIAMETER | MINIMUM DISTANCE BETWEEN INVERT OUT AND TOP OF CONCRETE "A" (FT) | STANDARD MINIMUM DISTANCE BETWEEN INVERT OUT AND SUMP FLOOR "B" (FT) | STANDARD INLET PIPE DIAMETER RANGE "C" (IN) | STANDARD OVERFLOW PIPE DIAMETER "D" (IN) |
|------------------------------|--|--|---|--|
| 4-FT                         | 3.07   | 4.08   | 8-12  | 12                                       |
| 6-FT                         | 3.59   | 5.86   | 12-18                                       | 18                                       |
| 8-FT                         | 4.11   | 7.67   | 18-24                                       | 24                                       |
| 10-FT                        | 4.96   | 9.44   | 24-30                                       | 30                                       |



PLACE THE INVERT OF THE OVERFLOW PIPE ON THE HYDRAULIC PROFILE - WHERE POSSIBLE, THE INVERT OF THE OVERFLOW PIPE SHOULD BE AT THE SAME ELEVATION OR LOWER THAN INVERTS INTO THE UPSTREAM CHAMBER.



|   |     |          |                           |
|---|-----|----------|---------------------------|
| A   | DAS | 10/15/01 | FIRST ISSUE               |
| Rev   | By  | Date     | Description               |
|   |     | 10/15/01 | Scale NTS                 |
|   |     |          | Checked Eng. DAS          |
|   |     |          | Checked Prod. Approved by |
| Title   |     |          |                           |
| DOWNSTREAM DEFENDER                           |     |          |                           |
| DETAILS FOR PLACING INTO A STORM DRAIN SYSTEM |     |          |                           |

**Hydro International**  
 94 Hutchins Drive  
 Portland, Maine 04102  
 tel: (207) 756-6200  
 fax: (207) 756-6212  
 email: hiltech@hil-tech.com

|                   |
|-------------------|
| CAD Ref: sdfit    |
| Project No.       |
| Drawing No. SDFIT |
| Rev. A            |

Any warranty made by Hydro International only applies to those items supplied by it. Hydro International does not accept and expressly disclaims any responsibility or liability for any structure, plant or equipment (or the performance thereof) designed, built, manufactured or supplied by any third-party. Hydro International has a policy of continuous product development and reserves the right to amend the specifications of any of its products or equipment at any time. Hydro International expressly disclaims any liability for the performance of its equipment (or any part thereof) used or made subject to conditions outside of the scope of the Hydro International design specifications. Hydro International owns the copyright in and to this drawing, which is supplied in confidence, and at interested recipients of the drawing, by their use, copy or reproduction for any purpose other than that for which it was supplied and not reproduced, in whole or in part, the drawing or any of the equipment or structures depicted therein, without prior written permission of Hydro International.





## FAX TRANSMISSION

**To:** Stephen Bradstreet  
**Fax #:** 207-774-6907  
**Phone #:** 207-828-1272  
**From:** David Mongeau  
**Subject:** Hanover St.

**Company:** EER  
**Date:** May 21, 2002  
**Pages:** 2  
**Cc:** File 2002-149

As stated in the attached approval letter from ME DEP, a TSS removal rating of 50% will apply to a Downstream Defender, provided that the projected 1-year peak flow does not exceed the listed flow rate for the appropriately sized unit. The Hanover Street site has a projected 2-year flow rate of 1.4 cfs, which is equal to the upper limit of 1.40 cfs for a 1-year flow in a 4-ft Downstream Defender. Since a 1-year flow for this site will clearly be less than 1.40 cfs, a 4-ft diameter Downstream Defender is appropriately sized for a 50% TSS removal rating.



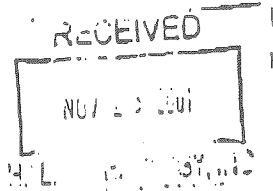
STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANGUS S. KING, JR.

November 8, 2001

MARTHA KIRKPATRICK  
COMM. COUNCIL

Pam Deahl  
Hydro International  
94 Hutchins Drive  
Portland, ME 04102



Dear Ms. Deahl,

The purpose of this letter is to inform you that, in accordance with the Laboratory Testing Protocol for Manufactured Treatment Systems and based on the results of the confirmation test for removal of F-95 grade silica sand performed on September 20, 2001 and described in the attached report, the Downstream Defender stormwater treatment device with an aspect ratio of 0.5 is approved for a total suspended solids (TSS) removal rating of 50%, provided that the device is sized such that the projected one year peak flow from the device's drainage area does not exceed the flow indicated by the following formula:

$$Q_{1\text{ypr}} = 628 (D/4)^{2.5}$$

Where:

- Q<sub>1ypr</sub> = the projected one year peak flow from the device's drainage area and
- D = the diameter in feet of the device's treatment chamber

This scaling factor is based on Froude's Law and on the fact that a 4 ft diameter Downstream Defender has been shown to provide at least 80 % removal of F-95 grade silica sand at a flow of 628 gpm (see attached report). Solutions of this formula for a variety of Downstream Defender diameters are given in the following table.

| Diameter of treatment chamber (ft) | Maximum 1 year peak flow (gpm/cfs) |
|------------------------------------|------------------------------------|
| 2                                  | 306//0.68                          |
| 4                                  | 628//1.40                          |
| 6                                  | 1731//3.86                         |
| 8                                  | 3553//7.92                         |
| 10                                 | 6206//13.84                        |
| 12                                 | 9789//21.83                        |

If you have any questions regarding this letter or the attached report, please feel free to call Jeff Dennis at 207-287-7847.

Sincerely,

Donald T. Witherill  
Division of Watershed Management

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7844  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD  
BANGOR, MAINE 04401  
(207) 941-4170 FAX: (207) 941-4544

PORTLAND  
313 CANCO ROAD  
PORTLAND, MAINE 04101  
(207) 822-6300 FAX: (207) 822-6301

PRESQUE ISLE  
1214 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769-2094  
(207) 764-0477 FAX: (207) 764-1407

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

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

# Fax

To: STEVG BRAOSTLEGG

Company: EER

Fax: 774-6907

Date: 5-22-02

From: RICK KNOWLAND

RG: HANOVAN ST. PARKING LOT

Comments:

STOVE,  
SEE E-MAIL I JUST SENT YOU. THESE NOTES SHOULD  
BE ADDED TO THE PLAN.

## SITE PLAN AND SUBDIVISION NOTES

Listed below are notes typically required on all site plans. These notes are listed in an effort to assist the applicant in preparing a site plan. This list is intended to supplement but not substitute the specific submission requirements of the site plan, subdivision, and other ordinances. The specific submission requirements are found in each ordinance and should be reviewed carefully by the applicant. Please note that different sites and developments may pose different site plan issues which affect the content of a site plan submission.



Landscaping shall meet the "Arboricultural Specifications and Standards of Practice and Landscape Guidelines" of the City of Portland Technical and Design Standards and Guidelines.



The entire site shall be developed and/or maintained as depicted on the site plan. Approval of the Planning Authority or Planning Board shall be required for any alteration to or deviation from the approved site plan, including, without limitation: topography; drainage; landscaping; retention of wooded or lawn areas; access; size, location, and surfacing of parking areas; and location and size of buildings.



All powerline utilities shall be underground.



Sidewalks and curbing shall be designed and built with tip down ramps at all street corners, crosswalks and driveways in conformance with the City of Portland Technical and Design Standards and Guidelines.



All erosion and sediment control measures shall be designed in accordance with Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices published by the Cumberland County Soil and Water Conservation District and Maine Department of Environmental Protection, March 1991 or latest edition. [Note: the site plan should specify the erosion control device to be employed (silt fence, hay bale, etc.) as well as their location.]



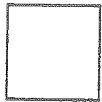
All erosion control measures shall be installed prior to any site excavation or regrading.



All disturbed areas on the site not covered by buildings or paved areas shall be stabilized with loam and seed or other methods as required by Best Management Practices [see above.]

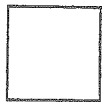


Prior to construction, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representative. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.



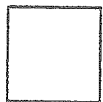
Existing vegetation shall be conserved in areas shown on this site. Fencing or other protective barriers shall be erected outside the drip-line of individual, groupings of trees designated for preservation prior to the onset of construction. Regrading shall not take place within the drip-line of trees designated for preservation. No storage or construction materials shall be permitted within the drip-line of trees to be preserved.

[For subdivisions]



A minimum of two trees per lot shall be conserved or planted in the front yard of each lot meeting the City of Portland's Arboricultural Specification and Standard of Practice and Landscape Design Guidelines. Developer may contract for the placement of landscaping, but shall remain ultimately liable to the City of Portland for financial obligation for compliance with City ordinances and approvals. Such financial obligation shall be neither transferrable nor waivable by the developer.

[For Single Family Lots]



A minimum of two trees per lot shall be conserved or planted in the front yard of each lot meeting the City of Portland's Arboricultural Specification and Standard of Practice and Landscape Design.

April 9, 2002

Rick Knowland, Planner  
City Hall  
389 Congress Street  
Portland, ME 04101

**Subject: Hanover Street Parking Lot  
Response to Comments in April 4, 2002 E-Mail**

Dear Rick:

Enclosed are 9 sets of revised plans. The plans reflect the comments in your e-mail or as discussed below.


1. A copy of the deed is attached.
2. Sizing of the Downstream Defender is attached. The Downstream Defender has been shifted outside of the pavement and a catch basin added per recommendations of the manufacturer.
3. The stormdrain has been changed to a 10" stormdrain. The applicant has received permission from the abutter to connect into his catch basin. That approval is attached.
4. Based on the use of bituminous sidewalk in the surrounding area, (i.e., the new Wild Oats Preble Street sidewalk, the Hanover Street sidewalk contiguous to this project, the Preble Street/Marginal Way intersection as approved for the Bayside Square project, and the sidewalk across from the Miss Portland Diner), we feel a bituminous sidewalk is appropriate for this location.
5. The note regarding the block retaining wall has been removed.
6. The area adjacent the retaining wall was shown as a bermed area because that area is an existing low point with no outlet point. It was determined better to shed the runoff back into the stormdrain system than to allow it to puddle.
7. An agreement with the abutting property owner is attached.
8. The jersey barrier does block the proposed sidewalk and would have to be removed or relocated.

9. The curb was intentionally left off that end of the parking lot to enable sheet flowing of the stormwater runoff and to be consistent with the attached agreement with Century Tire.
10. We await the City arborist's comments.
11. It was intended that the lighting for this site match the lighting proposed for the Bayside Square project. If the proposed revisions to the Bayside Square lighting is approved, the lighting catalog cuts will be provided at that time.

I trust that the plans and foregoing discussion satisfactorily addresses your comments at this time. If you have any questions, please feel free to give me a call.

Very truly,

ENVIRONMENTAL ENGINEERING  
& REMEDIATION, INC.



Stephen J. Bradstreet, P.E.

# ATLANTIC BAYSIDE SQUARE, LLC

50 Portland Pier, Suite 400, Portland, ME 04101

Phone: (800) 3-17-1080 (207) 828-1080 Fax: (207) 828-1048

---

April 5, 2002

**HANOVER STREET PARKING LOT**

**PROPERTY DEED**



**WARRANTY DEED**  
(Maine Statutory Short Form)

KNOW ALL MEN BY THESE PRESENTS, that **ALPINE REALTY CORP.**, a corporation with a place of business at Portland, Maine, for consideration paid, **GRANTS TO ATLANTIC BAYSIDE SQUARE LLC** of Portland, Maine, whose mailing address is 50 Portland Pier, Portland, Maine 04101 with **WARRANTY COVENANTS**, the property in the City of Portland, Maine, described as follows:

A certain lot or parcel of land located on the westerly side of Hanover Street in the City of Portland, County of Cumberland and State of Maine more particularly bounded and described as follows:

Beginning at a 5/8" rebar with aluminum cap stamped "Lewis & Wasina PLS 2114" located on the westerly side of Hanover Street at the northeasterly corner of land now or formerly of A.G. Carr Co., Inc., which point of beginning is located North 16° 27' 43" West a distance of 517.34 feet from the "2.91' Offset Monument" located on the east side of Hanover Street;

Thence running South 75° 33' 59" West along said A.G. Carr Co., Inc. land a distance of 343.41 feet to a 5/8" rebar with aluminum cap stamped "Lewis & Wasina PLS 2114";

Thence running North 12° 21' 01" West a distance of 65.49 feet to a 5/8" rebar with aluminum cap stamped "Lewis & Wasina PLS 2114" and land now or formerly of Marginal Way Food Corp.;

Thence running North 72° 01' 59" East along said Marginal Way Food Corp. land a distance of 233.89 feet to a point;

Thence running North 12° 21' 01" West along said Marginal Way Food Corp. land a distance of 20.16 feet to a point and land now or formerly of the City of Portland;

Thence running North 75° 33' 59" East along said City of Portland land a distance of 112.42 feet to a 5/8" rebar with aluminum cap stamped "Lewis & Wasina PLS 2114" and the westerly sideline of Hanover Street, which point is located a distance of 68.43 feet southerly from the Southwesterly corner of the intersection of Hanover Street and Marginal Way;

Thence running South 11° 17' 31" East along the easterly sideline of Hanover Street a distance of 100.15 feet to the point of beginning.

Containing 28,065 square feet more or less. Reference is made to a Standard Boundary Survey, Hanover Street, Portland, Cumberland County, Maine prepared by Lewis & Wasina, Inc. dated March 8, 2000 and recorded in said Registry of Deeds in

Book 16893

page 300

Recorded 10-30-2001

at 10:22 AM

Plan Book 200, Page 149, subject to the matters set forth therein.

Meaning and intending to convey and hereby conveying the same premises described in a deed from the Portland Terminal Co. to the Grantor herein dated March 17, 2000 and recorded in said Registry of Deeds in Book 15377, Page 156, subject to the matters set forth therein.

IN WITNESS WHEREOF, the undersigned have/has caused this instrument to be signed and sealed on October 29, 2001.

J. R. Clark  
Witness

ALPINE REALTY CORP.

by: Arthur P. Girard  
Arthur P. Girard, its President

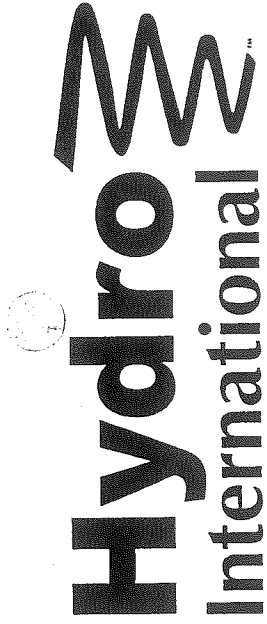
State of Maine  
County of Cumberland, ss

October 29, 2001

Then personally appeared before me the above named Arthur P. Girard in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation.

Before me,

Laurance R. Clough  
Notary Public/Attorney at Law  
Name: Laurance R. Clough



## Downstream Defender® Design Chart (Imperial) Standard Inlet Pipe Diameters

| UNIT DIAMETER (feet) | DESIGN FLOW <sup>1</sup> / CAPACITY <sup>2</sup> |              | INLET PIPE DIAMETER (inches) | OUTLET PIPE DIAMETER (inches) | HEADLOSS <sup>3</sup> @ DESIGN FLOW (inches) | HEADLOSS @ CAPACITY (inches) | WEIGHT FULL (lbs) | WEIGHT EMPTY <sup>4</sup> (lbs) | OIL STORAGE CAPACITY (gallons) | SEDIMENT STORAGE CAPACITY (cubic yards) | UNIT DIAMETER (feet) |
|----------------------|--|--------------|------------------------------|-------------------------------|--|------------------------------|-------------------|---------------------------------|--------------------------------|---|----------------------|
|                      | (cfs)  | (gpm)        |                              |                               |  |                              |                   |                                 |                                |   |                      |
| 4                    | 0.75/3.0   | 330/1,350    | 8                            | 12                            | <2   | 28                           | 13,200            | 10,000                          | 70                             | 0.70                                    | 4                    |
| 6                    | 3.00/8.0   | 1,350/3,590  | 12                           | 18                            | 5  | 39                           | 40,350            | 30,000                          | 230                            | 2.10                                    | 6                    |
| 8                    | 7.00/15.0  | 3,140/6,730  | 18                           | 24                            | 6  | 27                           | 79,100            | 55,000                          | 525                            | 4.65                                    | 8                    |
| 10                   | 13.0/25.0  | 5,830/11,220 | 24                           | 30                            | 6  | 24                           | 146,300           | 100,000                         | 1,050                          | 8.70                                    | 10                   |

**NOTES:**

1. Design flow is based on 90% removal of all particles with specific gravity of 2.65 down to 150 microns, 84% overall removal efficiency based on an influent sediment gradation similar to typical Department of Transportation road sand.
2. Capacity flow rate is based on keeping headloss and removal efficiencies within a desirable range with a standard inlet pipe. Higher flow rates are possible if lower removal efficiencies and higher headlosses are acceptable.
3. Headloss is defined as the difference between the top water level upstream and the top water level downstream of the unit. Headlosses can be minimized by increasing the inlet pipe diameter up to the standard outlet pipe diameter.
4. Weights are calculated with internal components. Support frame, ledger angles, and mounting hardware are 304 stainless steel. Benching skirt, center cone and shaft, and dip plate are available in copolymer polypropylene or HDPE.

- ◆ AutoCAD drawings and Microsoft Word specifications available on disk.
- ◆ For pricing, delivery, and custom design, please call Hydro International's Proposal Engineering Department.

H.I.L. Technology, Inc. ● 94 Hutchins Drive ● Portland, Maine 04102  
 Tel: (207) 756-6200 ● Fax: (207) 756-6212 ● E-mail: [hiltech@hil-tech.com](mailto:hiltech@hil-tech.com)  
H.I.L. Technology, Inc. is a subsidiary of Hydro International plc

**From:** James Seymour <jseymour@sebagotechnics.com>  
**To:** "RWK@ci.portland.me.us" <RWK@ci.portland.me.us>  
**Date:** Fri, May 24, 2002 4:55 PM  
**Subject:** Hanover Street Parking Lot.

Rick,

I have reviewed the latest Hanover Street Parking minor site plan and have no further issues regarding parking alignment, drainage, or grading. Please call if you need further assistance or have any questions with this application.

Jim Seymour P.E.

**CC:** "02p088 (E-mail)" <02p088@sebagotechnics.com>

May 21, 2002

Rick Knowland  
City of Portland  
389 Congress Street  
Portland, ME 04101

**Subject: Hanover Street Parking Lot  
Response to City Review Comments**

Dear Rick:

The following discussion is in response to your hand written staff comments dated April 17, 2002 and Jim Seymour's (Sebago Technics) comments dated April 29, 2002.

**Rick Knowland's April 17, 2002 Comments**

1. Comment: We will need a copy of a final agreement between the applicant and Century Tire regarding the drainage easement and connecting into the catch basin.
1. Response: A copy of an agreement between Century Tire and the applicant regarding a drainage easement will be submitted separately by the applicant.
2. Comment: Century Tire dumpster will need to be screened on all 4 sides presumably by a solid wood fence.
2. Response: A six foot high, solid wood, stockade fence with a double gate has been shown around the dumpster.
3. Comment: Add a third street tree along Hanover Street.
3. Response: A third street tree has been shown along Hanover Street.
4. Comment: Sidewalk along Hanover Street should be concrete.
4. Response: The sidewalk along Hanover Street has been shown as bituminous, keeping with the use of bituminous sidewalks in the general area.
5. Comment: See attached sketch on curb and landscaping near Century Tire.

5. Response: Concrete curb stops have been shown around the landscaped island and the dumpster. An Austrian Pine has been shown in the landscape island.
6. Comment: I assume there are breaks between the timbers so that water is not dammed up. Not totally sold on the timber concept. How are they going to be secured in the ground? In the long run, I think we all would be better served by concrete curb stops. They are more durable than wood and can be used later.
6. Response: The parking areas have been shown to be separated with concrete curb stops. The curb stops will be separated by three feet for pedestrian and drainage passage and will be pinned to the pavement with rebars.
7. Comment: Lighting discussed previously.
7. Response: The lighting has been revised and will be Mitre Series fixture as proposed for the Bayside Square project. There will be seven lights with the following characteristics –
  - 20 foot mounting height
  - 175 watt lamps
  - 2.3 FC maximum
  - .22 FC minimum
  - 10:1 uniformity ratio

Catalog cuts are enclosed.

#### **Jim Seymour's April 29, 2002 Comments**

1. Comment:

##### **Stormwater Management**

The drainage appears to be self contained to the parking lot's catch basin. Grading has been shown to direct the majority of the parking lot to a catch basin located near the Hanover Street entrance.

The stormwater is proposed as being treated by a Downstream Defender for water quality purposes. No calculations describing flow rate generation, sliding scale TSS removal treatment efficiency levels, or tank sizing (storm event capabilities) were included. Also, a detail with the design parameters should be included on the detail sheet.

The outlet pipe from the treatment tank to the off-site catch basin on the Century Tire lot is shown as 10 inch diameter. The minimum pipe size should be no less

than 12 inches. Also, what is the size of the downstream pipe leaving the existing catch basin, and what additional flow capacity can it handle?

1. Response: Sizing calculations for the Downstream Defender are enclosed. A catalog cut for the Downstream Defender was enclosed for the last submission. It's design parameters are shown on the attached Hydro International details.

The 10" outlet pipe is adequate for the proposed design. The pipe was changed from an 8" to a 10" per a request by Tony Lombardo. The outlet pipe from the existing catch basin is a 10" pipe and transports stormwater from only the existing catch basin. The drainage area for the existing catch basin is small and therefore the outlet pipe has the capacity for the stormwater generated from this area and the additional parking area.

2. Comment:

#### Road Access/Circulation

The shared parking lot with Century Tire shall be separated by, at the least, a temporary curb stop that will be pinned to pavement or ground. Our suggestion is to use a concrete curb stop or a low profile bituminous curb to delineate the two parking uses.

Also, there should be a minimum of two signs on each side of the parking lot at the separation point stating that the further end of the parking lot is reserved for Century Tire and that access is not allowed by an other parking patron.

The last two parking stalls against that separation line may have to be removed. Currently, there is no turnout area for a vehicle backing out to turn around. Either the configuration of the stalls must change, or some eliminated to make the turnout work.

2. Response: Concrete curb stops are shown on the plans. See Response #6 above.

The applicant is controlling the use of the parking lot, as it is not open to the public and is restricted by the curbstops. No signs are necessary.

The striping has been revised to eliminate the last two spaces, allowing for vehicles backing out of the adjacent spaces.

3. Comment:

**Maintenance**

Will there be a drainage maintenance plan for the treatment tank, and who will be the responsible party in charge of the tank's inspection?

And lastly, how will snow removal be handled? There is virtually no safe location to store on site. Will there be a contractor to haul away snow? Is there shared snow removal and general maintenance for the Century Tire reserved portion of the parking lot?

The lot is generally graded and layout is acceptable. However, there are requirements for treatment that need to be provided, and I have concerns about maintenance of the treatment system and snow removal and general maintenance for the Century Tire reserved portion of the parking lot?

3. Response: As proposed for the Bayside Square project, the applicant will be responsible for contracting with a maintenance company for routine cleaning and inspection.

Snow will be plowed and will accumulate in the vicinity of the curb stops until such time it reduces the available parking. At which time, the applicant will have it removed from the site. As set forth in the agreement, Century Tire will be responsible for snow removal for their parking area.

As we believe we have satisfactorily addressed all comments, we request that our plan be approved subject to receipt of the signed legal agreement referenced in Item #1. If you have any questions, please feel free to give me a call.

Very truly,

ENVIRONMENTAL ENGINEERING  
& REMEDIATION, INC.



Stephen J. Bradstreet, P.E.

Cc: Steve Shaw



FAX NO. 2076281048

JUN-04-02 TUE 01:43 PM

ATLANTIS CAPITAL

|     |   |   |              |              |
|-----|---|---|--------------|--------------|
| 7.  | EROSION CONTROL   |   |              |              |
|     | Silt Fence  |   |              |              |
|     | Check Ditches   |   |              |              |
|     | Pipe Edge/Outlet Protection   |   |              |              |
|     | Level Lip Spreader  |   |              |              |
|     | Slope Stabilization   |   |              |              |
|     | Grass Seed  |   |              |              |
|     | Flag Gate Barriers  |   |              |              |
|     | Catch Basin Inlet Protection  |   |              |              |
| 8.  | RECREATION AND<br>OPEN SPACE AMENITIES                                |   |              |              |
|     | Dumpster Enclosures   | 1 | 1,500.00     | 1,500.00     |
| 9.  | LANDSCAPING   |   |              |              |
|     | Attach breakdown of plant<br>materials, quantities, and unit<br>costs |   |              |              |
| 10. | MISCELLANEOUS   |   |              |              |
|     | Trees, Striping, Concrete stops, Loam, Seed, Mulch                    |   |              | 7,760.00     |
|     | TOTAL:  |   |              | \$ 79,798.00 |
|     | GRAND TOTAL:  |   | \$ 11,700.00 |              |

Total \$ 91,498.00

INSPECTION FEE (to be filled out by the City)

|                            | PUBLIC | PRIVATE | TOTAL |
|----------------------------|--------|---------|-------|
| A: 2.0% of totals:         |        |         |       |
| B: Alternative Assessment: |        |         |       |
| Assessed by:               | (name) | (name)  |       |

Planning and Development Department  
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 6-6-02

Name of Project: Atlantic Bayside Square LLC  
 Address/Location: Hanover St Parking Lot  
 Developer: Atlantic Capital  
 Form of Performance Guarantee: \_\_\_\_\_  
 Type of Development: Subdivision \_\_\_\_\_ Site Plan (Major/Minor) \_\_\_\_\_

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

| Item                       | Quantity  | PUBLIC    |          | PRIVATE    |           |           |
|----------------------------|-----------|-----------|----------|------------|-----------|-----------|
|                            |           | Unit Cost | Subtotal | Quantity   | Unit Cost | Subtotal  |
| 1. STREET/SIDEWALK         |           |           |          |            |           |           |
| Road                       |           |           |          | All Paving |           | 22,272.00 |
| Granite Curbing            | 120'      | 40.00     | 4800.00  |            |           |           |
| Sidewalks                  | 121' x 5' | 47.11     | 5700.00  |            |           |           |
| Esplanades                 |           |           |          |            |           |           |
| Monuments                  |           |           |          |            |           |           |
| Street Lighting            |           |           |          | 7          | 3,323.57  | 23,256.00 |
| Street Opening Repairs     | 121' x 1' | 10.00     | 1200.00  |            |           |           |
| Other Bit. Curbing         |           |           |          | 625'       | 5.95      | 3720.00   |
| 2. EARTH WORK              |           |           |          |            |           |           |
| Cut                        |           |           |          |            |           |           |
| Fill                       |           |           |          |            |           |           |
| 3. SANITARY SEWER          |           |           |          |            |           |           |
| Manholes                   |           |           |          |            |           |           |
| Piping                     |           |           |          |            |           |           |
| Connections                |           |           |          |            |           |           |
| Main Line Piping           |           |           |          |            |           |           |
| House Sewer Service Piping |           |           |          |            |           |           |
| Pump Stations              |           |           |          |            |           |           |
| Other                      |           |           |          |            |           |           |
| 4. WATER MAINS             |           |           |          |            |           |           |
| 5. STORM DRAINAGE          |           |           |          |            |           |           |
| Manholes                   |           |           |          | 1          | 1500.00   | 1500.00   |
| Detention Basin            |           |           |          | 313'       | 30.00     | 9,390.00  |
| Stormwater Quality Units   |           |           |          | *          | 1         | 10,400.00 |
| Other                      |           |           |          |            |           |           |

\* Down stream defender

## PARKING LEASE AGREEMENT

This Parking Lease Agreement is made this 4th day of June, 2002, by and between **ATLANTIC BAYSIDE SQUARE, LLC**, 50 Portland Pier, Portland, Maine 04101 ("Atlantic"), and **CENTURY TIRE CO.**, P.O. Box 1318 Portland, Maine 04101 ("Century Tire").

1. Description. Atlantic does hereby lease to Century Tire and Century Tire does hereby lease from Atlantic that portion of the Atlantic property on Hanover Street, Portland, Maine designated as the "Parking Area" on attached Exhibit A for purposes of parking and the location of a dumpster.

2. Term. Century Tire is a tenant-at-will and may use the Parking Area only for so long as it is not needed by Atlantic for other purposes. Either Atlantic or Century Tire may terminate this Parking Lease Agreement by giving the other party thirty (30) days prior written notice thereof.

3. Rent. Century Tire shall pay rent to Atlantic as determined by mutual agreement but in no event less than Three Hundred Dollars (\$300.00) per month, payable in advance on the first day of the month.

4. Covenants. Century Tire hereby covenants and agrees:

- (a) to pay, when due and without offset or deduction, all rent set forth herein.
- (b) to conform to all reasonable rules and security regulations now or hereinafter made by Atlantic for the care and use of the Parking Area, its facilities and approaches.
- (c) to be responsible for snow removal from the Parking Area as it deems necessary and repair of any damage caused to the Atlantic Property by its employees, agents or customers in connection therewith.
- (d) not to assign or sublease its rights under this Agreement without consent of Atlantic, which shall not be unreasonably withheld.
- (e) not to make any alterations or additions nor to paint or place any signs in or on any portion of the Parking Area, without written permission from Atlantic, which will not be unreasonably withheld.
- (f) to pay Atlantic's expenses, including reasonable attorney's fees, incurred in enforcing any of Century Tire's obligations under this Agreement which have not been complied with.

5. Indemnification and Liability. Atlantic and its managers, members, employees and agents shall not be liable for any injuries to any person or damages to property due to the happening of any accident in or about the Parking Area or due to any act or neglect of Century Tire or its employees, agents or customers or any person claiming through Century Tire. Century Tire shall defend, indemnify and hold harmless Atlantic, its managers, members, agents and employees, and each of their respective successors and assigns from and against any injury, loss, claim or damage to any person or property, liability and expenses, including reasonable attorneys' fees and expenses, arising out of, related to or in connection with the occupancy or use of the Parking Area or any portion of the Atlantic Property by Century Tire, its contractors, subtenants, licensees, employees or customers. The provisions of this paragraph shall survive the termination or expiration of the term of this Agreement.

6. Insurance. Century Tire shall insure Century Tire and Atlantic, as their interests appear, with comprehensive general liability insurance including Broad Form Comprehensive General Liability coverage, in such amounts and with such companies and against such risks as Atlantic shall reasonably require and approve but in amounts of not less than One Million Dollars (\$1,000,000.00) combined single limit with a deductible of no greater than Five Thousand Dollars (\$5,000.00).

7. Default and Atlantic's Remedies. In the event that Century Tire shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Agreement and on its part to be performed or observed within five (5) days after receipt of written notice of default, (except for payment of Rent or other monetary charges and except for default of Century Tire's insurance requirements, for both of which there will be no notice of default or cure period), or if the estate hereby created shall be taken on execution or by other process of law or if Century Tire shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Century Tire for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Century Tire's property by a court of competent jurisdiction, Atlantic shall be entitled to all available remedies at law and/or equity.

8. Limitation of Liability. Century Tire agrees to look solely to Atlantic's interest in the Atlantic Property for recovery of any judgment from Atlantic; it being agreed that Atlantic, its managers, members, agents and employees, are not personally liable for any such judgment.

9. Waiver. No consent or waiver, express or implied, by either party to or of any breach of any provision of this Agreement shall be construed as a consent or waiver of any other provision or of a subsequent breach of the same or any other provision.

10. General. This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Maine. The captions and headings

contained in this Agreement are for convenience only and shall not be taken into account in construing the meaning of this Agreement or any part thereof. As to the obligations of each party hereunder to perform its undertakings, promises, covenants and obligations hereunder, time is of the essence. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement constitutes the entire agreement between Atlantic and Century Tire with respect to the subject matter contained herein and there are no understandings or agreements between Atlantic and Century Tire with respect to the subject matter which are not contained herein. This Agreement cannot be amended except by written instrument executed by Atlantic and Century Tire.

11. This Agreement shall be binding upon Century Tire and Atlantic and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement under seal on the day and date set forth above.

CENTURY TIRE CO.

ATLANTIC BAYSIDE SQUARE, LLC

By: Richard M. Aronson  
Richard Aronson  
Its: Pres.

By: Theodore V. West  
Theodore V. West  
Its Manager, duly authorized

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

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



**FAX**

To:

BOB METCALF

Company:

Fax #:

874-2460

Date:

OCT 6, 2015

From:

RICK KNOWLSON

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

**Comments:**

BOB - HANOVER ST PARKING LOT PLAN

RIK

MODE = MEMORY TRANSMISSION

START=OCT-06 10:34

END=OCT-06 10:36

FILE NO.=579

| STN NO. | COMM. | ABBR NO. | STATION NAME/TEL NO. | PAGES   | DURATION |
|---------|-------|----------|----------------------|---------|----------|
| 001     | OK    | 3        | 98742460             | 003/003 | 00:01:39 |

-CITY OF PORTLAND -

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

City of Portland  
 Department of Planning and Development  
 Planning Division  
 389 Congress Street, 4<sup>th</sup> Floor  
 Portland ME 04101  
 (207)874-8721 or (207)874-8719  
 Fax: (207)756-6258



FAX

To: BOB METCALF

Company: \_\_\_\_\_

Fax #: 874-2460

Date: OCT 6, 2005

From: RICK KNOWLAND

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

Comments:

BOR - HANOVER ST PARKING LOT PLAN

RIK

MODE = MEMORY TRANSMISSION

START=OCT-06 10:27

END=OCT-06 10:29

FILE NO.=578

| STN NO. | COMM. | ABBR NO. | STATION NAME/TEL NO. | PAGES   | DURATION |
|---------|-------|----------|----------------------|---------|----------|
| 001     | OK    |          | 98740505             | 005/005 | 00:00:58 |

-CITY OF PORTLAND -

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

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



FAX

To: DAVID PROVOST

Company: \_\_\_\_\_

Fax #: 874-0505

Date: OCT 6, 2005

From: RICK KNOWLAND

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

Comments:

DAVID- ATTACHED IS AN EMAIL WITH COMMENTS DISCUSSED WITH CITY STAFF LAST WEEK. A COVER LETTER IS TO BE WRITTEN TO MR WOLF, THIS MATERIAL COVERS LOT 1 AND THE RIVERWALK SUBDIVISION. THIS IS THE MATERIAL I HAVE TO DATE. IT SHOULD NOT BE CONSIDERED COMPREHENSIVE UNTIL THE LETTER IS WRITTEN. THAT BEING SAID, IT IS OUR INTENTION TO APPROVE THE CHANGE TO LOT 1 ADMINISTRATIVELY ASSUMING ALL THE DETAILS CAN BE WORKED OUT.

RICK KNOWLAND  
 874-8725



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



FAX

---

To: JIM SOYMOON

Company: \_\_\_\_\_

Fax #: 856-2206

Date: OCT 6, 2005

From: RICK KNOWLSON

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

---

**Comments:**

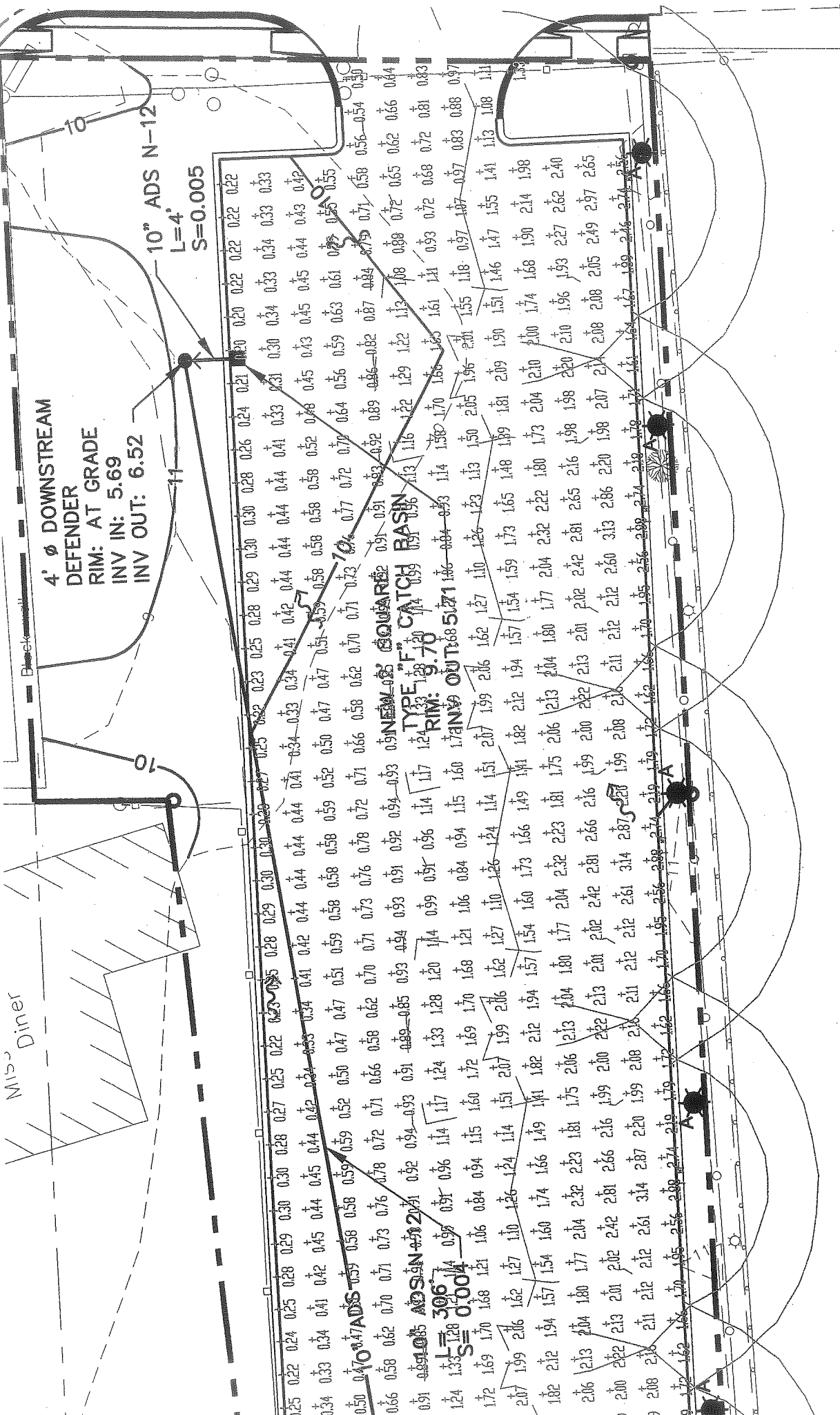
JIM - TAKE A LOOK AT THIS. THIS IS THE ORIGINAL HANDWRITTEN  
PARKING LOT PLAN (63 MARGINAL WAY). PLEASE GIVE ME A CALL.

RIK

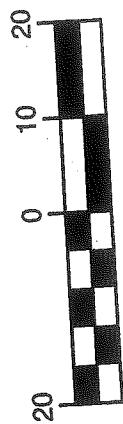
Misc Diner

4' Ø DOWNSTREAM DEFENDER  
RIM: AT GRADE  
INV IN: 5.69  
INV OUT: 6.52

10" ADS N-12  
L=4'  
S=0.005



**SCALE**  
SCALE: 1" = 20'



ISSUED FOR: RESPONSE TO CITY'S FINAL COMMENTS

ISSUED FOR: RESPONSE TO CITY COMMENTS

| D    | SJB | 5/30/02  | ISSUED FOR: RESPONSE TO CITY'S FINAL COMMENTS |
|------|-----|--|---|
| C    | SJB | 5/21/02 <td>ISSUED FOR: RESPONSE TO CITY COMMENTS</td> | ISSUED FOR: RESPONSE TO CITY COMMENTS         |
| REV. | BY  | DATE   | STATUS  |

EXISTING

N

**PLANNING REPORT #59-05**

**63 MARGINAL WAY MULTI-TENANT BUILDING  
VICINITY OF MARGINAL WAY AND HANOVER STREET  
BAYSIDE HOLDINGS, INC., APPLICANT**

Submitted to:  
Portland Planning Board  
Portland, Maine  
October 11, 2005

Submitted by:  
Richard Knowland, Senior Planner

## I. INTRODUCTION

A public hearing has been scheduled to consider a proposal by Bayside Holdings, Inc. (Ted West) for a proposed retail for a proposed retail/office building on the corner of Marginal Way and Hanover Street. This site has been assembled from three properties including the Miss Portland Diner site. The development is subject to site plan and conditional use review for drive-up banking services. Site plans, building elevations and background information are shown on Attachments A, B and C.

102 notices were sent to area property owners.

## II. FINDINGS

Zoning: B-5

Land Area: 43,067

Proposed Use: banking services and offices on the first floor; offices on upper floors

Building Floor Area: 20,714 sq. ft.

Building Footprint: 6,922 sq. ft.

Building Height: 3 floors

Parking: 83 spaces.....\_\_\_ of the spaces are controlled by AAA.

Vicinity Uses: AAA office building (northerly); Gorham Savings Bank and Hollywood Video (easterly); Century Tire (westerly); US Post Office maintenance facility (southerly).

The development site has been assembled from three different parcels – Miss Portland Diner; City owned stockpile site and an existing parking lot. The Miss Portland Diner property was purchased by the Applicant. The diner building will be removed from the site by the City prior to construction. The City owned stockpile parcel will be sold by the City to the Applicant. The City Council has recently authorized a purchase and sales agreement with the Applicant for this parcel (Attachment D). The third parcel is a parking lot currently owned by the Applicant, which serves as overflow parking for the AAA building. The Applicant received administrative site plan approval for the parking lot in 2002.

### III. STAFF REVIEW

The plan has been reviewed by staff for conformance with the applicable conditional use standards for a drive-in banking service and the standards of the site plan ordinance.

#### Conditional Use

##### Sec. 14-230.2(d)

- a. The drive-up banking services are attached to a building which houses banking services other than or addition to, automated banking machines.

The drive-up banking service is attached to a building with a banking office.

- b. The drive-up banking services are attached to a building with a minimum floor area of 20,000 sq. ft.

The drive-up banking service is attached to a building that exceeds 20,000 sq. ft. for (20,714).

- c. Any service or automated teller machine shall not extend nearer than twenty-five (25) feet to the street.

At the closest point to the street, the ATM canopy is 39 feet from the street right-of-way.

- d. The site must have adequate stacking capacity for vehicles waiting to use these service features without impeding vehicular or pedestrian circulation or creating hazards to vehicles or pedestrians on adjoining streets.

##### Section 14-474 Standards

- a. There are unique or distinctive characteristics or effects associated with the proposed conditional use.

There have been no unique or distinctive characteristics identified with this use.

- b. There will be an adverse impact upon the health, safety or welfare of the public.

Assuming traffic safety issues are addressed, the proposed use will not have an adverse impact upon the health, safety or welfare of the public.

- c. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

There are no known impacts that would be substantially different from other such uses in this zone.

## Site Plan

### 1/2. Traffic

Two driveways are proposed on the site. The existing Miss Portland Diner driveway on Marginal Way will be retained while a driveway on Hanover Street serving an existing parking lot will be used.

A drive-up banking service is proposed. To use the drive-up service, a vehicle will enter the Marginal Way driveway bear left and then maneuver along a drive-up lane. The vehicle would then exit the site via Hanover Street.

The Hanover Street or rear section of the parking lot is an existing parking lot with a standard parking aisle width (24 ft.) The parking area closest to Marginal Way is much tighter. On the far westerly side of the site, the depth of the lot significantly decreases. This results in a parking layout featuring perpendicular, angled and parallel parking spaces to maximize the number of spaces within this limited area. To loop around the parking lot, a 12- foot vehicle one-way lane is shown on the site plan along the westerly end of the site.

Since the last workshop, the site plan has been revised to improve the layout of several parking spaces near the Marginal Way driveway which previously posed conflicts for vehicles entering the site from Marginal Way. To alleviate this concern, the driveway opening was shifted slightly to the west (it now lines up with the AAA site building across the street) and 3 parking spaces were relocated.

### 2. Parking

The existing Hanover Street parking lot serves as overflow parking for the AAA building. The Applicant has allocated 59 spaces on the site towards the AAA building and 24 spaces towards the new building. As part of the City agreement to purchase the City stockpile parcel, the City agreed to allow the Applicant to construct no fewer than 25 spaces nor more than 75 spaces on the City owned Bayside Rail yard parcel behind Wild Oats. This temporary parking will be relocated in the future into a City parking garage that will be built on the rail yard parcel (between Elm Street and Chestnut Street extension).

There is no on-site parking required in the B-5 zone.

In order to maximize the number of parking spaces, the size of the parking spaces has been reduced. Virtually the spaces have been reduced below the 9 ft. by 19 ft. parking space standard. Most of the spaces are 8.5 ft. by 19 ft. except for 10 spaces that are 7.5 ft. by 15 ft. The minimum compact parking standard is 7.5 by 15 ft. The Applicant has requested a waiver from the Technical and Design Standards and Guidelines regarding parking space size.

3. Traffic Impact Study

A traffic impact study was submitted by Gorrill-Palmer for the Applicant. Highlights of the traffic report are summarized below:

- The proposed development is forecast to generate a total of 53 and 115 trip ends for the weekday AM and PM peak hour respectively. Trip generation credits were calculated based on the former Miss Portland Diner, which exits on-site. As a result, the proposed development is forecast to generate 24 and 76 trip ends that are new to the local street system for the weekday AM and PM peak hour, respectively. A MDOT traffic movement permit is not required.
- MDOT data indicates there are no High Crash Location in the vicinity of the site.
- The drive-thru lane provides adequate stacking for 5 vehicles.

3. Bulk, location or height of proposed buildings will not cause health or safety problems

There are no known health or safety problems associated with this use or building. The nearest buildings to the proposed building.....

4. Bulk, location or height of proposed buildings minimizes any substantial diminution in the value or utility to the neighboring structures

See above comment. The site previously included a parking lot, a public works storage lot and a one-story diner. The development does not result in a diminution in value or utility to neighboring structures. Given the level of investment for the proposed 3 story building, the project can only enhance surrounding properties.

5. Sewers, water and solid waste

The Portland Water District has reviewed the site plan and indicates “there should be an adequate supply of clean and healthful water to serve the needs “of the development.” There is an 8 inch waterline in Marginal Way.

Sanitary waste will be accommodated by connecting into an existing 96 inch diameter sewer main in Marginal Way (Marginal Way West Interceptor.) A letter from Public Works states there is adequate capacity in that sewer line to serve this project.

Solid waste will be collected by a private contractor and will be stored inside the building. There is no dumpster shown on the plan.

#### 6/7. Landscaping

The site has no significant existing vegetation except for 4 along the Hanover Street side of the property 3 of which will be saved for this project.

Nine street trees are proposed along Marginal Way (\_\_\_\_ ft. spacing) (Wireless Zelkova and Japanese Tree Lilac.) There street trees are proposed (Japanese Tree Lilac) along Hanover Street. Marginal Way has enough space for plantings in an esplanade while the Hanover Street trees will be in tree wells because of space limitations.

A variety of bushes and tree (4) are proposed in planting strips along Marginal Way.

Plantings within the parking lot are clustered in a landscaped island on the westerly side of the parking lot (4 trees) and an island near the ATM (3 trees and a variety of understory plantings. Plantings are also extended along the rear face of the building with three existing trees along Hanover Street. The City Arborist has recommended that some landscape material be planted along the rear property lines

#### 8. Soil and Drainage

Four catchbasins are shown on the plan. Most of the stormwater on the site flows into these catchbasins. They are tied into a storm drain that connects into the Marginal Way sewer. A new Vortech 4000 unit provides treatment before the stormwater leaves the site.

Unfortunately parking spaces on the far westerly side of the parking lot will not receive treatment. Stormwater from this end of the site flows into an existing catchbasin on the (entury Tire (Aronson) property. The applicant has a drainage easement from the property owner to allow stormwater into this catchbasin. To maximize stormwater treatment on this site, Mr. Seymour is recommending that a catchbasin be installed near the one-way loop which would provide stormwater treatment for the remaining parking lot.

Other comments on drainage and engineering issues are shown on Attachment \_\_\_\_\_.

An erosion and sedimentation control plan is shown on Attachment A-6.



## Continuation of 63 Marginal Way Report

3. Bulk, location or height of proposed buildings will not cause health or safety problem

There are no known health or safety problems associated with this use or building. The nearest buildings to the proposed building are \_\_\_\_\_.

4. Bulk, location or height of proposed building, minimizes any substantial diminution in the value or utility to the neighboring structures

See above comment. The site previously including a parking lot, a Public Works storage lot and a one-story diner. The development does not result in a diminution in value or utility to neighboring structures. Given the level of investment for the proposed 3 story building, the project can only enhance surrounding properties.

5. Sewers, water, solid waste

The Portland Water District has reviewed the site plan and indicates "there should be an adequate supply of clean and healthful water to serve the needs" of the development. There is an 8 inch waterline in Marginal Way.

Sanitary waste will be accommodated by an existing <sup>connecting into</sup> existing

96 inch diameter sewer main in Marginal Way. (Marginal Way Water Interceptor)  
A letter from Public Works there is adequate capacity in that sewer line to serve this project

Solid waste will be collected by a private contractor and will be stored inside the building. There is no dumpster shown on the plan.

### 6/7 Landscaping

The ~~site~~ <sup>landscaping</sup> has no significant <sup>existing</sup> vegetation except for 4 along the Hanover Street side of the property 3 of which will be saved for this project.

Nine street trees are proposed along Marginal Way (6 ft spacing) (Wireless Zelkova and Japanese Tree Lilac). Three street trees are proposed (Japanese Tree Lilac) along Hanover Street. Marginal Way has enough space for plantings in an esplanade while the Hanover Street street trees will ~~be~~ be in tree wells because of space limitation.

A variety of bushes and trees (4) are proposed in ~~business~~ <sup>business</sup> planting strips along Marginal Way. Four (4) trees are proposed <sup>with</sup> a landscaped island ~~near the entrance to the parking lot~~.

↑  
The trees ~~are~~ <sup>are</sup> ~~in~~ <sup>in</sup> ~~the~~ <sup>the</sup> ~~parking~~ <sup>parking</sup> ~~lot~~ <sup>lot</sup> are clustered in a landscaped island on the westerly side of the parking lot (4 trees) and an island near the ATM (3 trees and a variety of understory plantings). Plantings are also extended

existing along the rear facade of the building with three trees along Honore Street. The City Arborist has recommended that <sup>some</sup> landscape material be planted along the rear property lines.

8 Soil and drainage

Moist

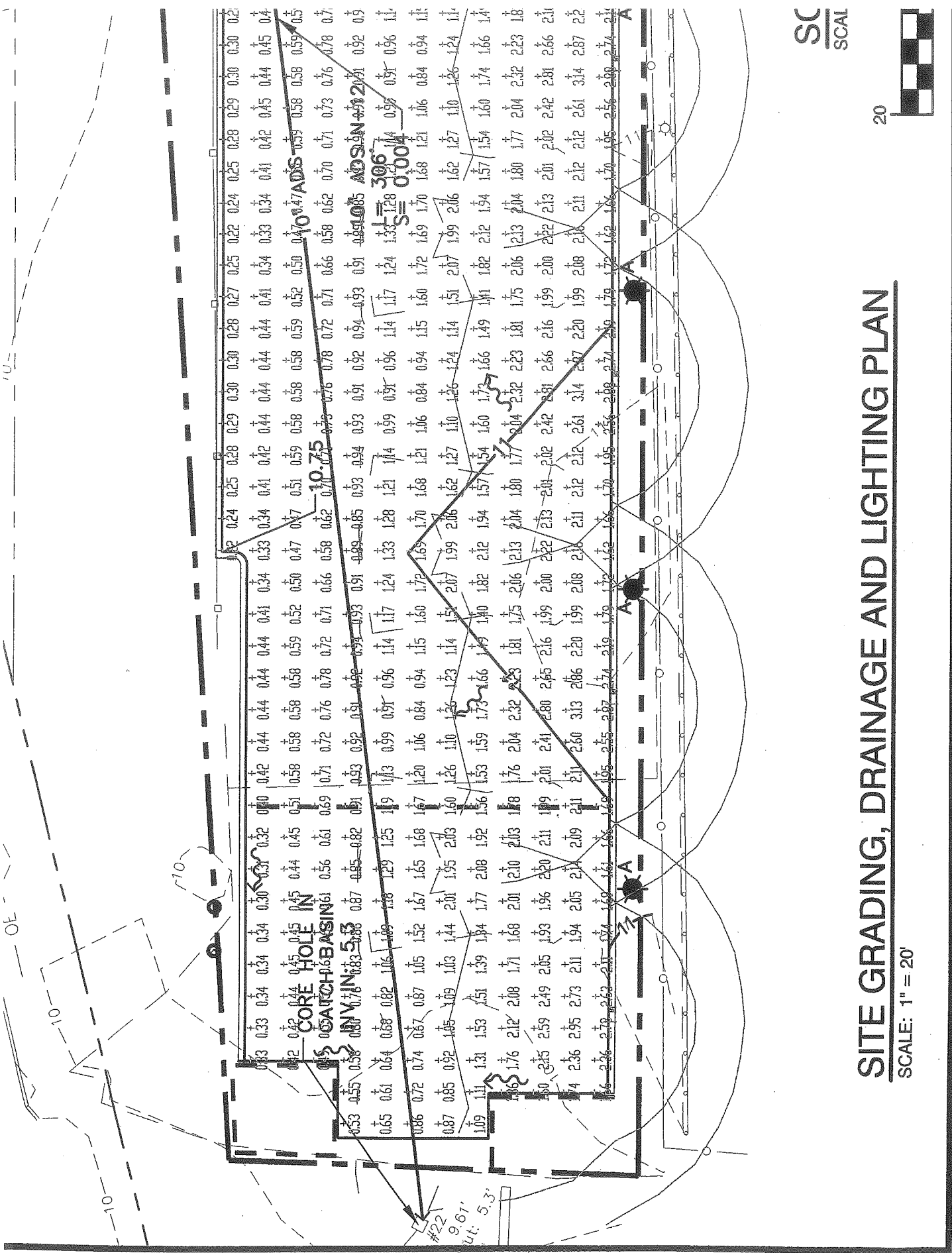
## 8. Soils and Drainage

Four catch basins are shown on the plan. Most of the stormwater on the site flows into these catch basins. They are tied into a storm drain that connects into the Marginal Way sewer. A new Vortech 4000 unit ~~is~~ provides ~~stormwater~~ treatment before the stormwater leaves the site.

Unfortunately parking spaces on the far westerly side of the parking lot will not receive treatment. Stormwater from this end of the site flows into an existing catch basin on the Century Tire (Aronson) property. The Applicant has a drainage easement from the property owner to allow stormwater into this catch basin. To maximize stormwater treatment on this site, Mr. Seymour is recommending that a catch basin be installed near the one-way <sup>loop</sup> ~~which~~ which would provide ~~treatment~~ <sup>stormwater</sup> treatment for the remaining parking lot.

Other comments on drainage and engineering issues are shown on Attachment \_\_\_\_\_.

An erosion and sedimentation control plan is shown on Attachment A-6.

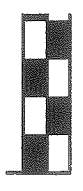


# SITE GRADING, DRAINAGE AND LIGHTING PLAN

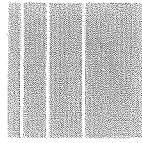
SCALE: 1" = 20'

20

SC  
SCAL



NOT TO SCALE



**Sebago Technics**  
*Engineering & Planning for the Future*

02P088

**TO: Rick Knowland - Planner**  
**FROM: Jim Seymour – Development Review Coordinator, Sebago Technics, Inc.**  
**RE: Atlantic Bayside, Square LLC --Hanover Street Parking Lot**  
**DATE: April 24, 2002**

I have reviewed the revised Site Plan Package and supporting Documentation for the proposed Parking Lot Improvements to be located on Hanover Street and provided the following comments in an outline topic scenario:

**1.) Stormwater Management**

The drainage appears to be self contained to the parking lots' catch basin. Grading has been shown to direct the majority of the parking lot to a catch basin located near the Hanover street entrance.

The stormwater is proposed as being treated by a Downstream Defender for water quality purposes. No calculations describing flow rate generation, sliding scale TSS removal treatment efficiency levels, or Tank sizing (storm event capabilities) were included. Also a detail with the design parameters should be included on the detail sheet.

The outlet pipe from the treatment tank to the off site catch basin on the Century Tire lot is shown as 10 inch diameter. The minimum pipe size should be no less than 12 inches. Also what is the size of the downstream pipe leaving the existing catch basin? And what additional flow capacity can it handle?

**2.) Road Access/Circulation**

The shared parking lot with Century Tire shall be separated by a at the least a temporary curb stop that will at least be pinned to pavement or ground. Our suggestion is to use a concrete curb stop or a low profile bituminous curb to delineate the two parking uses.

Also, there should be a minimum of two signs on each side of the parking lot at the separation point stating that the further end of the parking lot is reserved for Century Tire and that access is not allowed by any other parking patron.

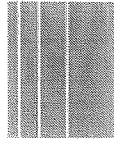
The last two parking stalls against that separation line may have to be removed. Currently there is no turnout area for a vehicle backing out to turn around. Either the configuration of the stalls must change or some eliminated to make the turnout work.

**3.) Maintenance**

Will there be a drainage maintenance plan for the treatment tank and who will be the responsible party in charge of the tanks inspection?

And lastly, how will snow removal be handled? There is virtually no safe location to store on site. Will there be a contractor to haul away snow? Is there shared snow removal and general maintenance for the Century Tire reserved portion of the parking lot?

The lot is generally graded and layout is acceptable. However there are requirements for treatment that need to be provided and I have concerns about maintenance of the treatment system and snow removal and or snow storage areas. I hope this addresses your concerns. As always please feel free to call me with any questions.



**Sebago Technics**  
*Engineering & Planning for the Future*

02P088

**TO:** Rick Knowland - Planner  
**FROM:** Jim Seymour – Development Review Coordinator, Sebago Technics, Inc.  
**RE:** Atlantic Bayside, Square LLC - Hanover Street Parking Lot  
**DATE:** April 29, 2002

---

I have reviewed the revised Site Plan Package and supporting documentation for the proposed parking lot improvements to be located on Hanover Street and have provided the following comments in an outline topic scenario:

1. **Stormwater Management**

The drainage appears to be self contained to the parking lot's catch basin. Grading has been shown to direct the majority of the parking lot to a catch basin located near the Hanover Street entrance.

The stormwater is proposed as being treated by a Downstream Defender for water quality purposes. No calculations describing flow rate generation, sliding scale TSS removal treatment efficiency levels, or tank sizing (storm event capabilities) were included. Also, a detail with the design parameters should be included on the detail sheet.

The outlet pipe from the treatment tank to the off-site catch basin on the Century Tire lot is shown as 10 inch diameter. The minimum pipe size should be no less than 12 inches. Also, what is the size of the downstream pipe leaving the existing catch basin, and what additional flow capacity can it handle?

2. **Road Access/Circulation**

The shared parking lot with Century Tire shall be separated by, at the least, a temporary curb stop that will be pinned to pavement or ground. Our suggestion is to use a concrete curb stop or a low profile bituminous curb to delineate the two parking



Mr. Knowland

-2-

April 24, 2002

uses.

Also, there should be a minimum of two signs on each side of the parking lot at the separation point stating that the further end of the parking lot is reserved for Century Tire and that access is not allowed by any other parking patron.

The last two parking stalls against that separation line may have to be removed. Currently, there is no turnout area for a vehicle backing out to turn around. Either the configuration of the stalls must change, or some eliminated to make the turnout work.

3. **Maintenance**

Will there be a drainage maintenance plan for the treatment tank, and who will be the responsible party in charge of the tank's inspection?

And lastly, how will snow removal be handled? There is virtually no safe location to store on site. Will there be a contractor to haul away snow? Is there shared snow removal and general maintenance for the Century Tire reserved portion of the parking lot?

The lot is generally graded and layout is acceptable. However, there are requirements for treatment that need to be provided, and I have concerns about maintenance of the treatment system and snow removal and/or snow storage areas.

I hope this addresses your concerns. As always, please feel free to call me with any questions.

JRS:jrs/jc

**From:** Rick Knowland  
**To:** internet:sbradstreet@eerinc.com  
**Date:** Thu, Apr 4, 2002 9:48 AM  
**Subject:** Hanover Street parking lot

Steve, this e-mail includes staff comments on the Hanover Street parking lot from yesterday's staff meeting. Since this was the first time most staff people saw the complete set of plans, we will review this again at next weeks staff meeting. As further staff comments become available, I will forward these comments them to you accordingly.

1. Submit copy of the property deed including right, title and interest to the property.
2. Provide documentation on the sizing calculations of the Downstream Defender.
3. It appears that the 8 inch ADS line is connected into a catch basin on the Century Tire property. If this line doesn't already exist, do you have permission to construct and connect this line into their catch basin? Please clarify. If this is a new line into that catch basin, we will need documentation on an agreement from that property owner. Also a 10 inch line rather than an 8 inch line should be used.
4. Rather than installing a bituminous sidewalk, install a concrete sidewalk.
5. Remove the following note on the plan: "THE CITY'S BLOCK RETAINING WALL ENCROACHES ON THE ABUTTING PROPERTY AND SHALL BE RELOCATED BY THE CITY PRIOR TO PARKING LOT CONSTRUCTION". This concern needs to be addressed in another forum.
6. Why a berm in the large grass area?
7. Do you have a drainage easement from the abutting property owner to sheetflow stormwater into their catchbasin ?
8. Is the jersey barrier encroaching on the sidewalk? Is that why you want to move it?
9. The parking lot curb should extend along the entire perimeter of the parking lot to contain vehicles within the parking lot so they don't drive into the Century Tire property.
10. Initial comment on landscaping is that another tree should be added along the Hanover Street frontage. More landscaping will likely be needed. We will get specific comments from the City Arborist regarding landscaping.
11. Submit further information on lighting - catalog cut and spec. of fixture, height of pole.



**& AUTO SERVICE CENTERS**

MAIL: P.O. BOX 1318, PORTLAND, MAINE 04104

FIRESTONE ■ PIRELLI ■ LEE  
BRIDGESTONE & SUMITOMO TIRES

Richard Knowland  
Planning Department  
City Of Portland  
389 Congress Street  
Portland, Maine 04101

April 9, 2002

Re: Hanover Street Parking Lot

Dear Rick,

This letter will summarize in concept the agreement between Century Tire and Atlantic Bayside Square, LLC with regard to use of a portion of the proposed Hanover Street parking lot which is contiguous to our property. It is intended that these understandings will be part of a signed agreement by both parties to be submitted as part of Atlantic's parking lot approval process.

1. Century Tire currently rents parking space from Atlantic on a portion of the proposed parking lot. Century Tire wishes to continue that use with access to and from that portion for their employees and customers only.

2. Atlantic wishes to continue to rent space to Century Tire for so long as the space is not needed by Atlantic for other purposes.

3. To support drainage and stormwater treatment required by the City, Atlantic would like to connect a drainage line to an existing catch basin on Century Tire's property and to sheetflow stormwater from that end of the parking lot into this catch basin. Century Tire is willing to give the necessary permission and easement for this as part of this plan for continued parking.

4. In order to provide the needed access by Century Tire, no perimeter curbing would be installed at the end of the parking lot nearest Century Tire.

5. The end of the parking lot, beyond the area to be paved per the plan submitted by Atlantic, would remain gravel as shown on the attached sketch.

6. Century Tire would be able to place their dumpster as shown on the attached sketch.

7. Neither Century Tire nor Atlantic will allow vehicles from the Atlantic side of the lot to enter onto Century Tire property. Landscape timbers or some other barrier will be installed to define the respective parking areas as shown on the attached sketch.

We trust this addresses in concept the questions raised in your preliminary review.

Sincerely,

Richard Aronson

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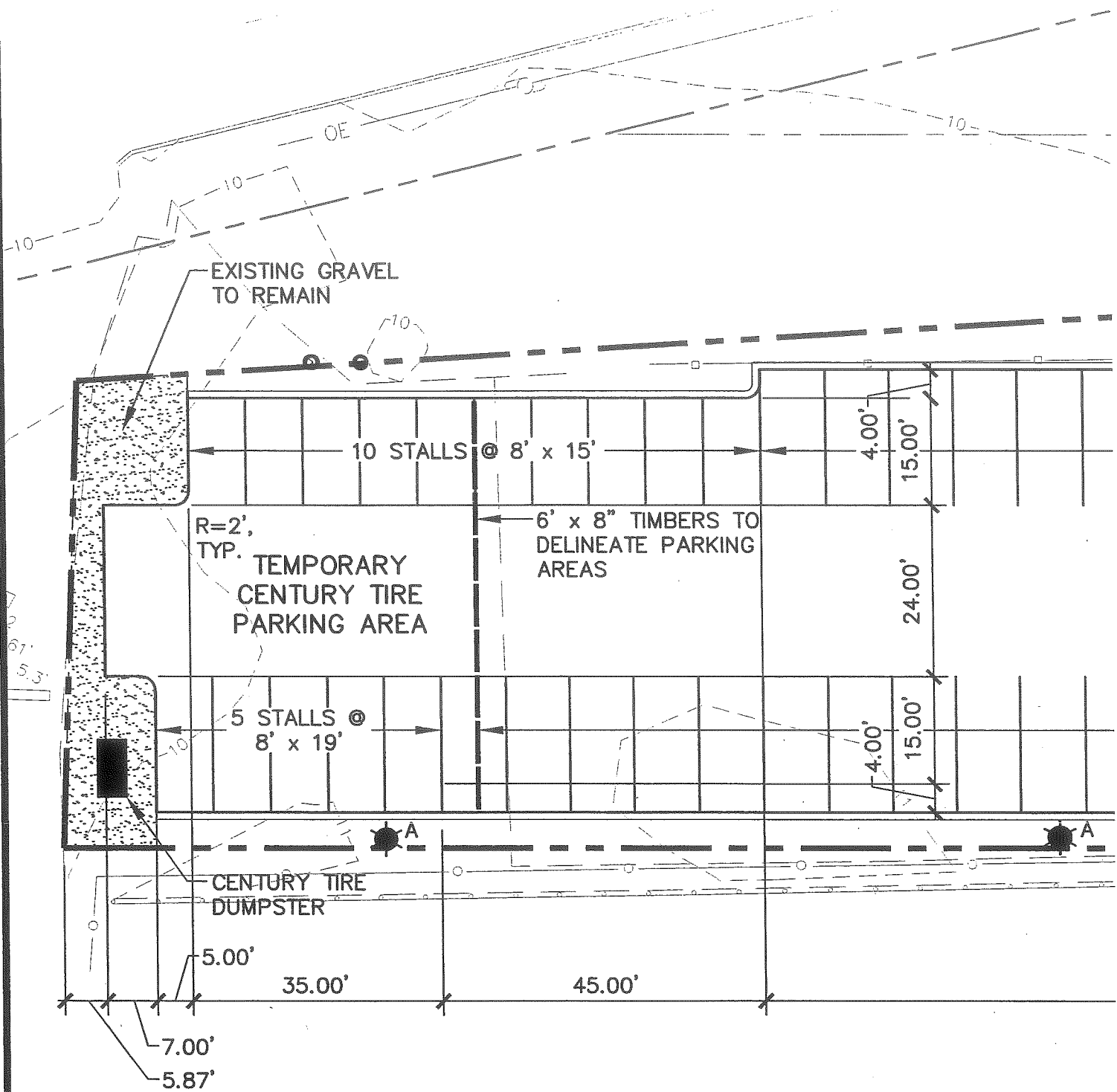
**"WE'LL KEEP YOU ROLLING!"**

MAIN OFFICE

185 KENNEBEC STREET ■ PORTLAND, MAINE ■ (207) 775-3777 ■ IN MAINE (800) 696-0699 ■ FAX: (207) 772-2430

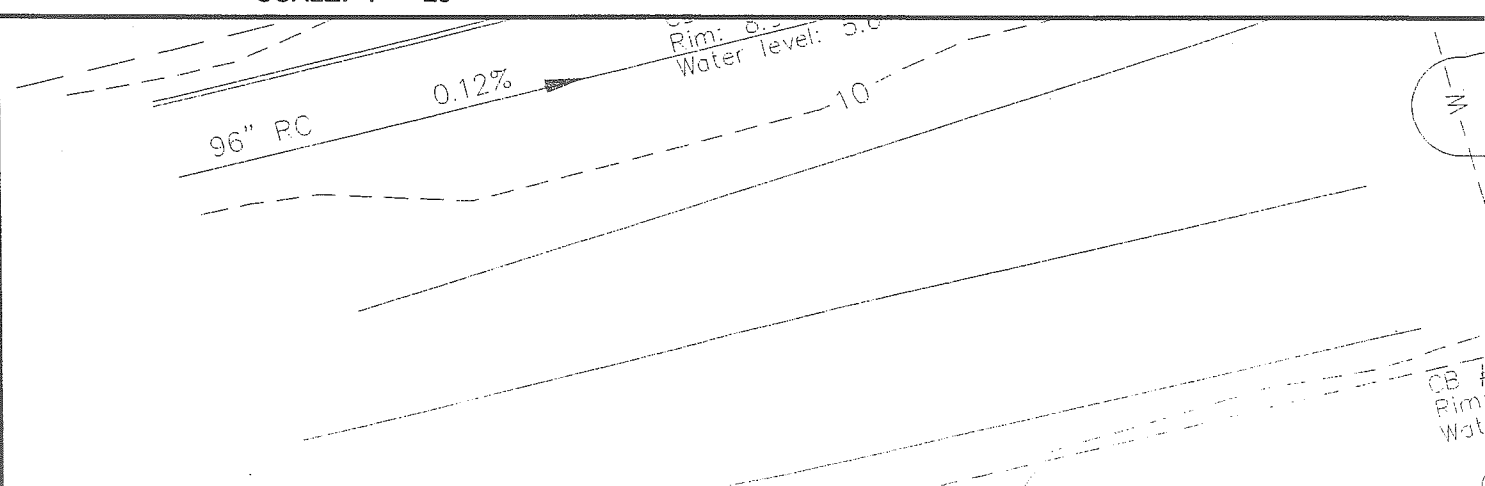
BRANCH STORES

82 ST. JOHN STREET AND PINE TREE SHOPPING CENTER, PORTLAND ■ ROUTE 302, NORTH WINDHAM



# SITE LAYOUT, STRIPING AND LANDSCAPING PLAN

SCALE: 1" = 20'



**From:** Rick Knowland  
**To:** internet:sbradstreet@eerinc.com  
**Date:** Mon, Apr 29, 2002 1:16 PM  
**Subject:** Fwd: Hanover Street Parking Lot

Steve, this was supposed to be forwarded to you while I was gone last week. Sorry about that. Anyway see attachment.

**From:** Rick Knowland  
**To:** internet:sbradstreet@eerinc.com  
**Date:** Thu, Apr 4, 2002 9:48 AM  
**Subject:** Hanover Street parking lot

Steve, this e-mail includes staff comments on the Hanover Street parking lot from yesterday's staff meeting. Since this was the first time most staff people saw the complete set of plans, we will review this again at next weeks staff meeting. As further staff comments become available, I will forward these comments them to you accordingly.

1. Submit copy of the property deed including right, title and interest to the property.
2. Provide documentation on the sizing calculations of the Downstream Defender.
3. It appears that the 8 inch ADS line is connected into a catch basin on the Century Tire property. If this line doesn't already exist, do you have permission to construct and connect this line into their catch basin? Please clarify. If this is a new line into that catch basin, we will need documentation on an agreement from that property owner. Also a 10 inch line rather than an 8 inch line should be used.
4. Rather than installing a bituminous sidewalk, install a concrete sidewalk.
5. Remove the following note on the plan: "THE CITY'S BLOCK RETAINING WALL ENCROACHES ON THE ABUTTING PROPERTY AND SHALL BE RELOCATED BY THE CITY PRIOR TO PARKING LOT CONSTRUCTION". This concern needs to be addressed in another forum.
6. Why a berm in the large grass area?
7. Do you have a drainage easement from the abutting property owner to sheetflow stormwater into their catchbasin ?
8. Is the jersey barrier encroaching on the sidewalk? Is that why you want to move it?
9. The parking lot curb should extend along the entire perimeter of the parking lot to contain vehicles within the parking lot so they don't drive into the Century Tire property.
10. Initial comment on landscaping is that another tree should be added along the Hanover Street frontage. More landscaping will likely be needed. We will get specific comments from the City Arborist regarding landscaping.
11. Submit further information on lighting - catalog cut and spec. of fixture, height of pole.

# City of Portland Site Plan Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

|  |  |  |
|--|--|--|
| Location/Address of Construction: <u>HANOVER STREET, PORTLAND</u>  |  |  |
| Total Square Footage of Proposed Structure<br><u>N/A</u>   | Square Footage of Lot<br><u>28,404</u>   |  |
| Tax Assessor's Chart, Block & Lot<br>Chart#      Block#      Lot#<br><u>MAP 34      C      5</u>   | Property owner, mailing address:<br><u>ATLANTIC BAYSIDE SQUARE, LLC<br/>50 PORTLAND PIER<br/>PORTLAND, MAINE 04101</u> | Telephone:<br><u>(207) 828-1080</u>                |
| Consultant/Agent, mailing address, phone & contact person<br><u>STEVEN SHAW<br/>(ADDRESS/PHONE - SAME AS ABOVE)</u>  | Applicant name, mailing address & telephone:<br><u>ATLANTIC BAYSIDE SQUARE<br/>(ABOVE)</u>                             | Project name:<br><u>HANOVER STREET<br/>PARKING</u> |
| Proposed Development (check all that applies) <input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input checked="" type="checkbox"/> Change of Use<br><input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input checked="" type="checkbox"/> Parking lot<br><input type="checkbox"/> Subdivision, amount of lots _____<br><input type="checkbox"/> Other: _____ |  |  |
| Major Development <input type="checkbox"/> \$500.00      Minor Development <input checked="" type="checkbox"/> \$400.00  |  |  |
| Who billing will be sent to: <u>(AS ABOVE)</u>   |  |  |
| Mailing address:   | Contact person:  | Phone:   |
| State and Zip:   |  |  |

Nine (9) separate packets must include the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

All plans must be folded neatly and in packet form

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .25 per page, you may also visit the web site: [ci.portland.me.us](http://ci.portland.me.us) chapter 14

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

|   |                            |
|---|----------------------------|
| Signature of applicant: <u>Steven A. Shaw</u> | Date: <u>April 1, 2002</u> |
|---|----------------------------|

**This application is for site review ONLY, a building Permit application and associated fees will be required prior to construct**

April 1, 2002

Rick Knowland, Planner  
City Hall  
389 Congress Street  
Portland, ME 04101

**Subject: Hanover Street Parking Lot**

Dear Rick:

Enclosed are 9 sets of plans for the subject project. The survey plan and engineering plan have the necessary applicable information as noted in item 1 through 32 in the Site Plan Checklist. A description of the project addressing the remaining items in the checklist are as follows:

34. The existing site serves as a trailer truck parking lot. The applicant proposes to construct a parking lot for personal vehicles. The lot configuration provides 57 full size (9'x19') spaces and 15 compact (8'x15') spaces for a total of 72 spaces.
35. Not applicable. No residential units proposed.
36. Total land area is 28,404 SF.
37. Not applicable. No buildings are proposed.
38. There are no known easements or burdens on the property.
39. Not applicable. The project will not generate solid waste.
40. Public water and sewer is available but not required for the project. The project requires a stormdrain system that will be connected into the public system within Marginal Way via a stormdrain on an abutting property. The site currently drains primarily to Hanover Street and then out to Marginal Way where it enters the 96" diameter combined sewer. Based on the Bayside Square project, there is adequate capacity in the existing system. The proposed entrance is on to Hanover Street which appears to be adequate for the additional vehicular traffic. Early conversations with Larry Ash indicated that the City has no concerns regarding traffic generated by this site.



41. The site drainage will be directed to one structure. This structure will be a Downstream Defender to treat the stormwater. There are no other drainage or topography elements that are problematic.
42. Upon approval the project will be constructed and finished by September 1, 2002.
43. No state or federal approvals are necessary.
44. There are no pending applications.
45. Not applicable.
46. Not applicable.
47. See attached letter from Atlantic Bayside Square, LLC.

I trust that the plans and foregoing discussion satisfactorily address the submission requirements. If you have any questions, please feel free to give me a call.

Very truly,

ENVIRONMENTAL ENGINEERING  
& REMEDIATION, INC.



Stephen J. Bradstreet, P.E.

ATLANTIC BAYSIDE SQUARE, LLC  
50 Portland Pier, Suite 400, Portland, ME 04101  
Phone: (800) 347-1080 (207) 828-1080 Fax: (207) 828-1048

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April 1, 2002

Richard Knowland  
Planning Department  
City Of Portland  
389 Congress Street  
Portland, Maine 04101

Re: Hanover Street Parking Lot

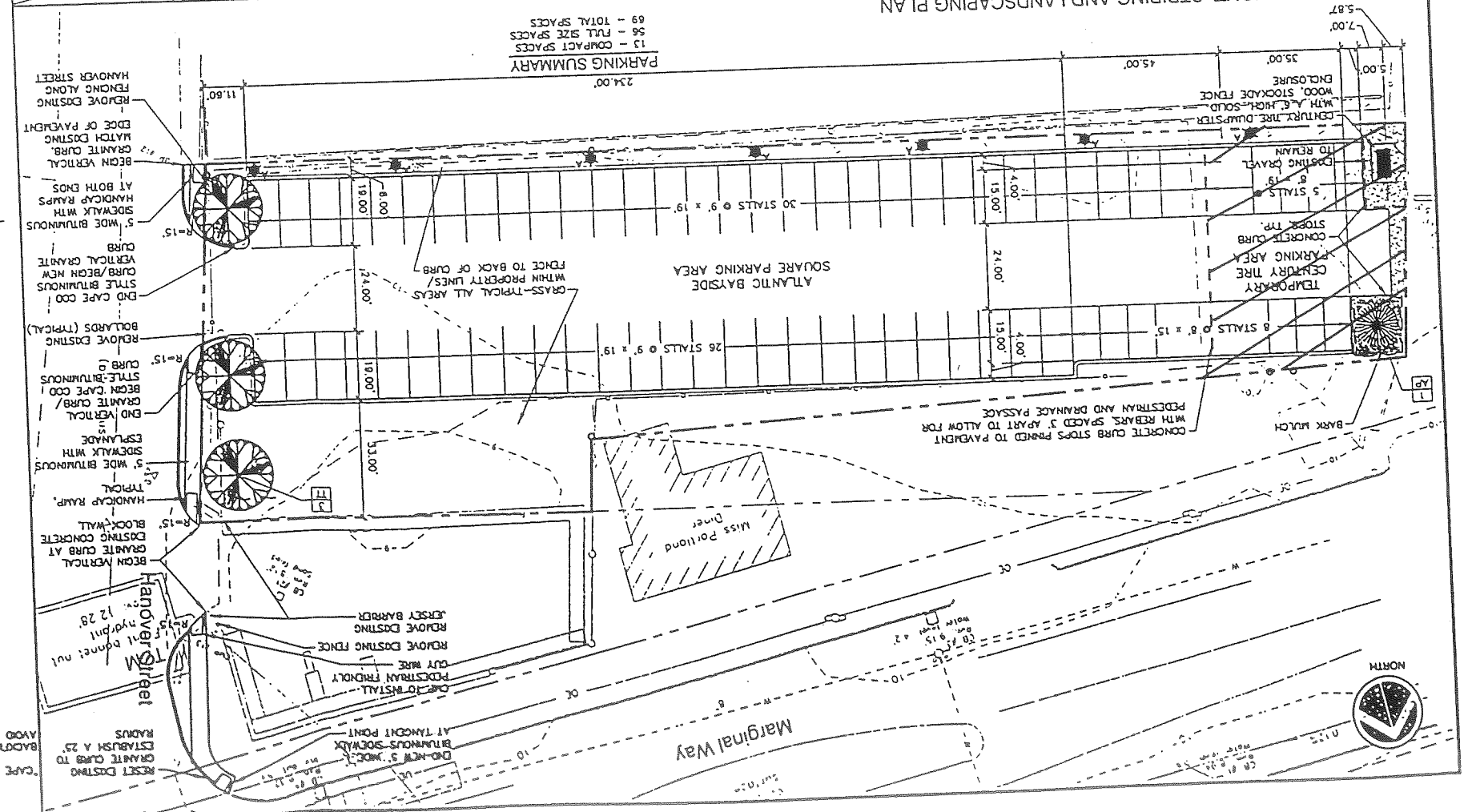
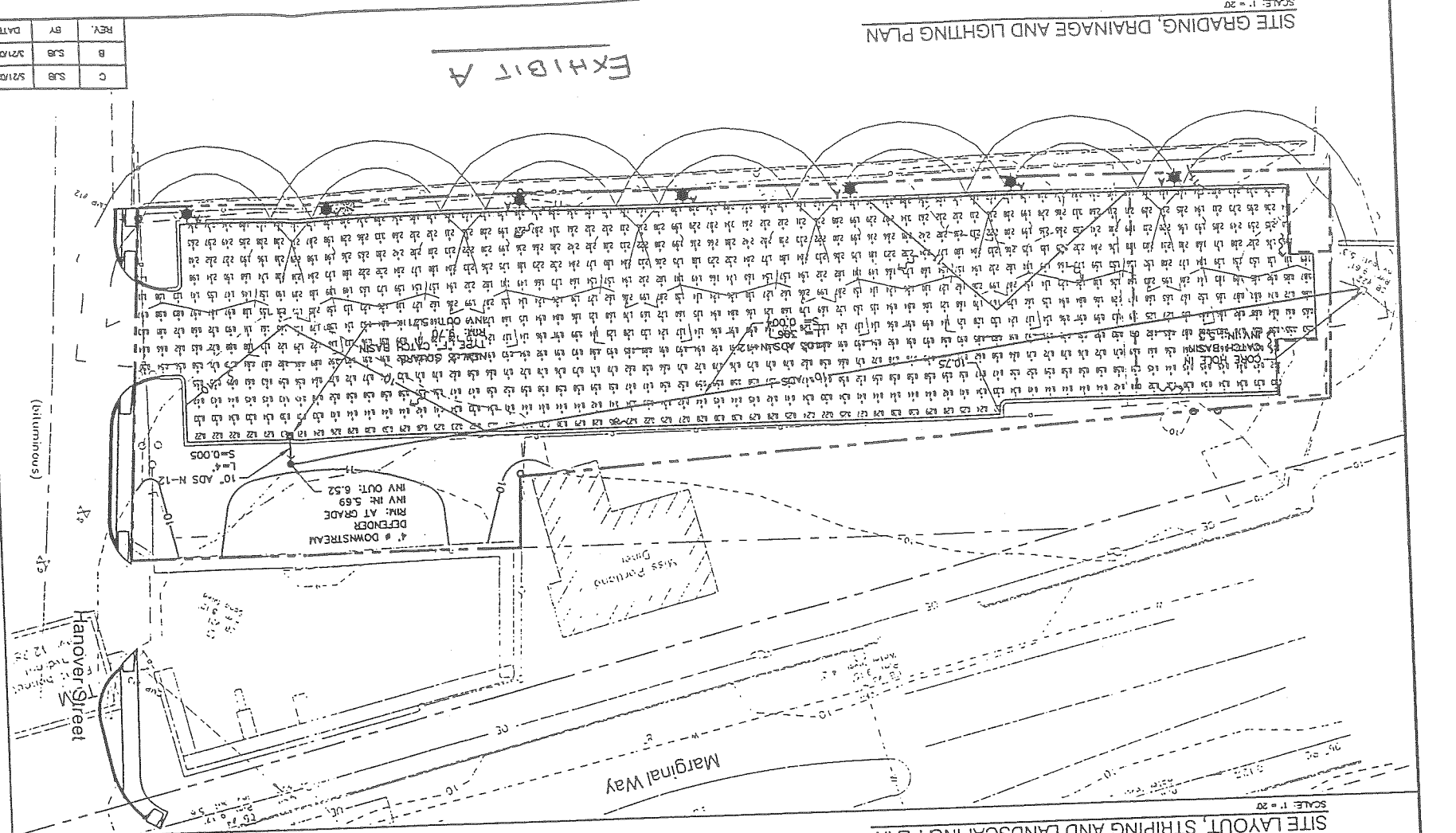
Dear Rick,

We have submitted for staff review a site plan for a parking lot on Hanover Street. With regard to the Site Plan checklist item 47, financial and technical capability, this will confirm that the project is very simple in scope and the owner is experienced in much larger construction projects and furthermore the limited cost of the project will be paid directly by the owner without the need for outside financing.

Sincerely,

A handwritten signature in blue ink that reads "Steven A. Shaw". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Steven A. Shaw  
Owner Representative



| REV.       | BY  | DATE    | STATUS                               |
|------------|-----|---------|--------------------------------------|
| C          | SJB | 5/21/02 | ISSUED FOR RESPONSE TO CITY COMMENTS |
| B          | SJB | 5/21/02 | ISSUED FOR PLANNING STAFF REVIEW     |
| 718.D.C100 |     |         |                                      |
| 718.B.C100 |     |         |                                      |

|                |                 |  |              |
|----------------|-----------------|--|--------------|
| DESIGN BY: SJB | DATE: 5/21/02   | JOB NO: 718  | SCALE: C-100 |
| DRAWN BY: JMK  | CHECKED BY: SJB | 222 St. John Street, Suite 314 Portland, Maine 04102 |              |

ATLANTIC BAYSIDE SQUARE, LLC  
 HANOVER STREET PARKING LOT  
 LAYOUT, STRIPING, LANDSCAPING, GRADING, DRAINAGE AND DETAILS

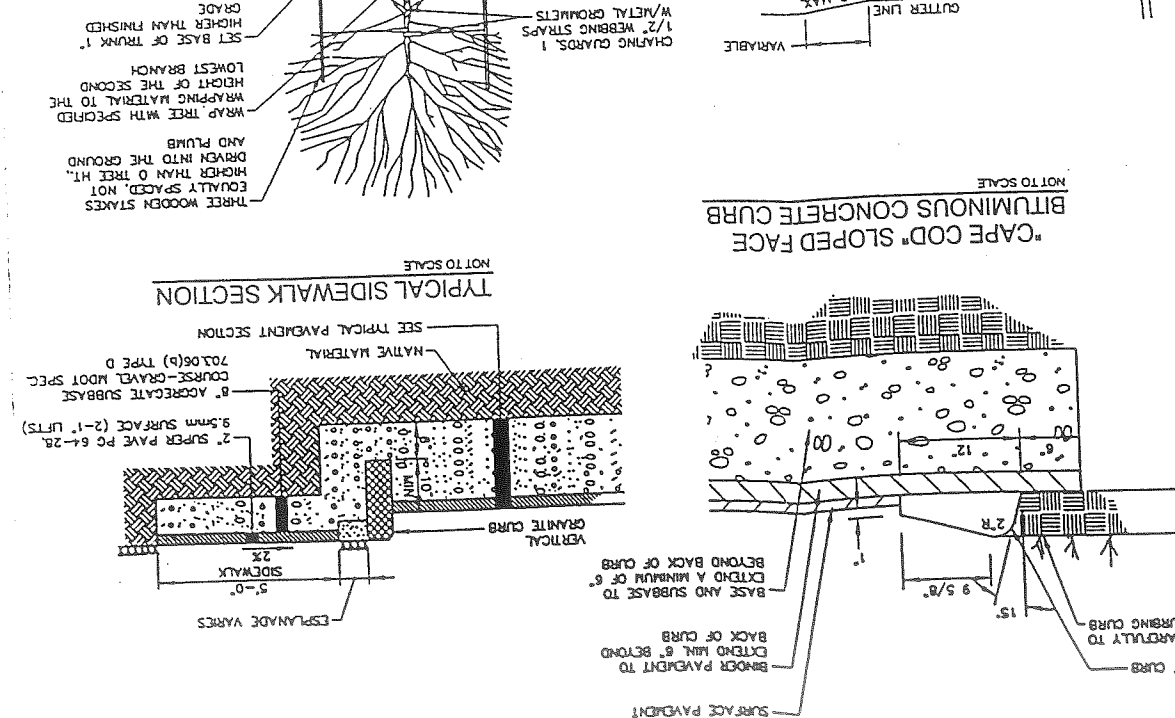
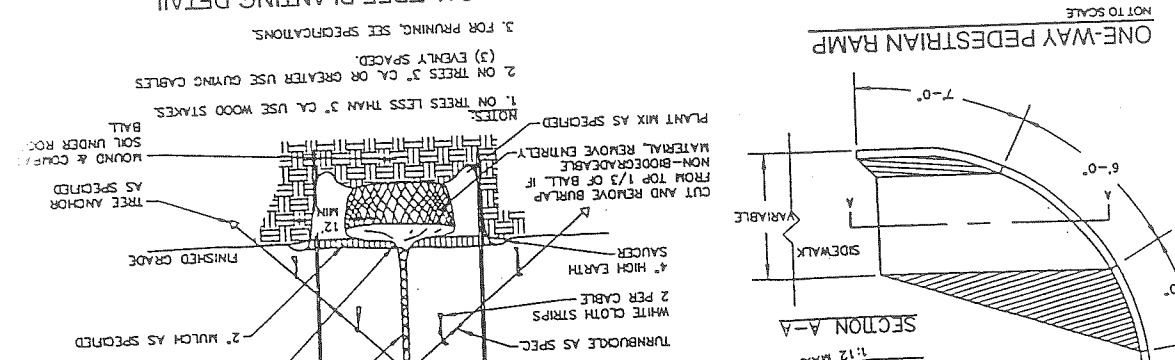
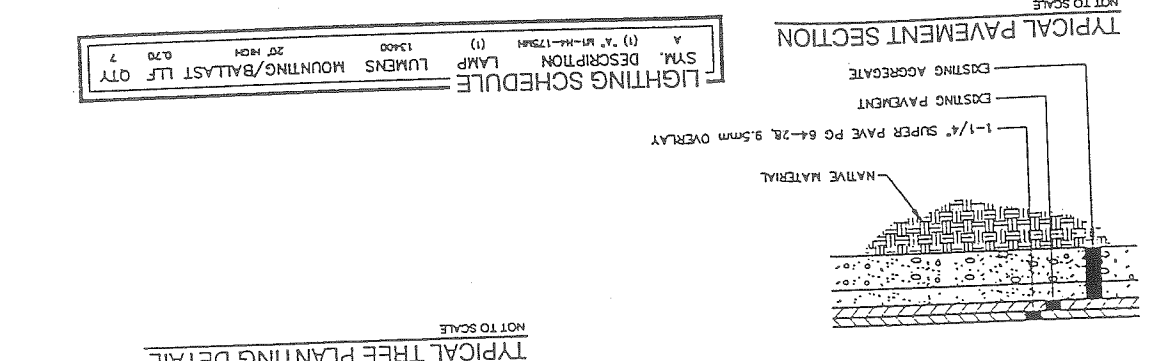
DESIGNED BY: SJB  
 DRAWN BY: JMK  
 CHECKED BY: SJB  
 DATE: 5/21/02

STATE OF MAINE  
 PROFESSIONAL ENGINEER  
 #5740  
 STEVEN A. BROWN

222 St. John Street, Suite 314 Portland, Maine 04102  
 EER Engineering & Construction, Inc.  
 Registered Professional Engineer

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| SYMBOL | COMMON NAME             | SIZE | REMARKS |
|--------|-------------------------|------|---------|
| SP     | SP. QTY. BOTANICAL NAME |      |         |
| TT     | 1 PINS NICKEL           |      |         |
| 3      | TINA TORNTOSSA, STORING |      |         |
| 2.5-3" | ALUMINUM PIPE           |      |         |
| 6-8"   | STORAGE SLICKER UNDER   |      |         |
| BBB    |                         |      |         |



| SYMBOL | DESCRIPTION        | LAMP | LUMENS | MOUNTING/BALAST | LIF | QTY |
|--------|--------------------|------|--------|-----------------|-----|-----|
| A      | (1) 'A' (1'-11\"/> |      |        |                 |     |     |

**ATLANTIC BAYSIDE SQUARE, LLC**  
HANOVER STREET PARKING LOT

**LAYOUT, STRIPING, LANDSCAPING, GRADING, DRAINAGE AND DETAILS**

DESIGN BY: SJB  
DRAWN BY: JAF  
CHECKED BY: SJB  
DATE: 02/14/12

JOB NO: 718  
SCALE: AS NOTED  
SHEET 1 OF 2

222 St. John Street, Suite 214  
Frostburg, Maryland 21102

**EER**  
Engineering & Environmental Resources, Inc.

STATE OF MARYLAND  
PROFESSIONAL ENGINEER  
No. 15740  
JAMES A. FROST

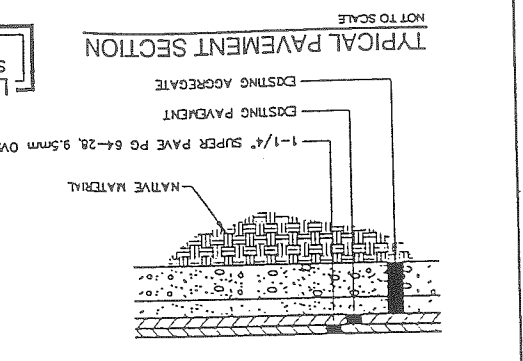
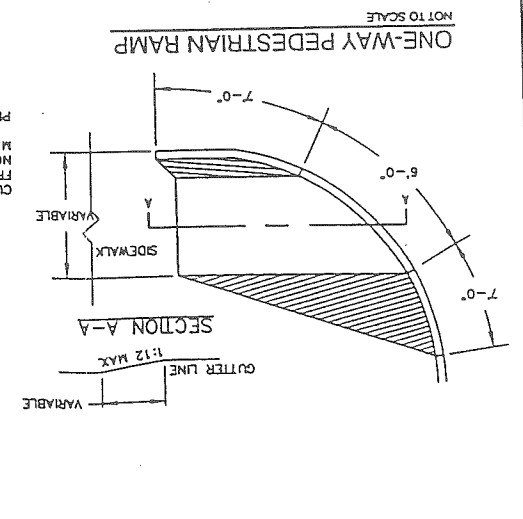
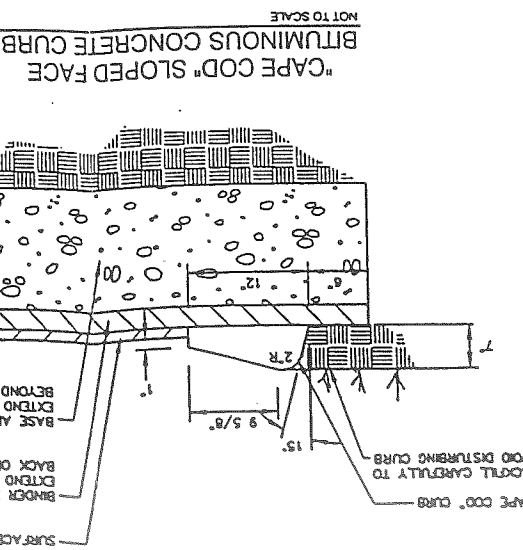
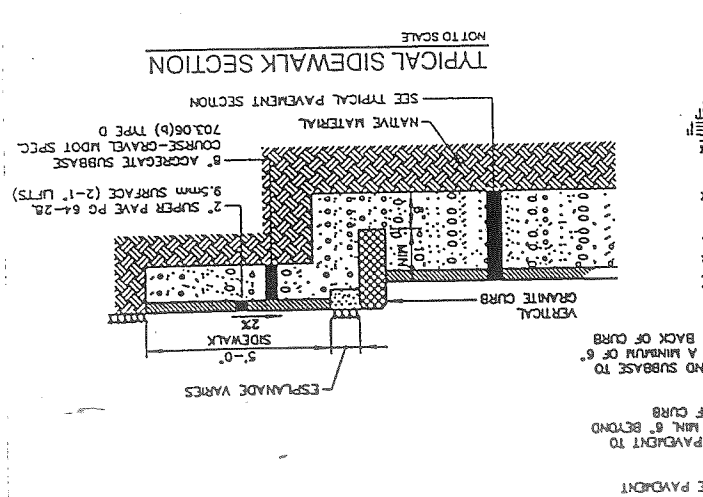
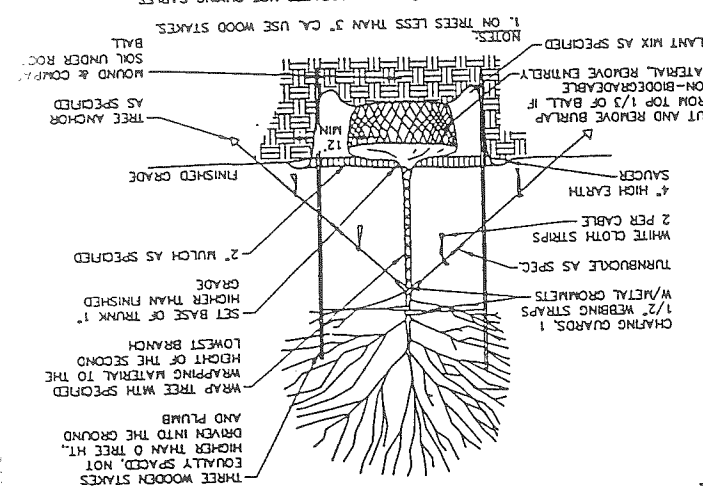
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| SYM. QTY. BOTANICAL NAME | COMMON NAME            | SIZE         | REMARKS |
|--------------------------|------------------------|--------------|---------|
| AP 1                     | PAVUS NIGRA            | 6'-8" HT.    | BBB     |
| TT 3                     | TILIA TOMENTOSA STRUNG | 2.5'-3' CAL. | BBB     |

| SYM. DESCRIPTION          | LAMP                            | QTY   |
|---------------------------|---------------------------------|-------|
| A (1) 1/2" x 1/4" - 175MM | (1)                             | 13000 |
| 7                         | LUMENS MOUNTING/BALLAST LFL QTY | 0.70  |

**TYPICAL TREE PLANTING DETAIL**  
NOT TO SCALE

- FOR PRUNING, SEE SPECIFICATIONS.
- ON TREES 3" CAL. OR GREATER USE GUYING CABLES (3) EQUALLY SPACED.
- ON TREES LESS THAN 3" CAL. USE WOOD STAKES.



SCALE: 1" = 20'

| REV. | BY  | DATE    | STATUS                               |
|------|-----|---------|--------------------------------------|
| C    | SJB | 5/21/02 | ISSUED FOR RESPONSE TO CITY COMMENTS |
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CAD NO. 718.d.0100

