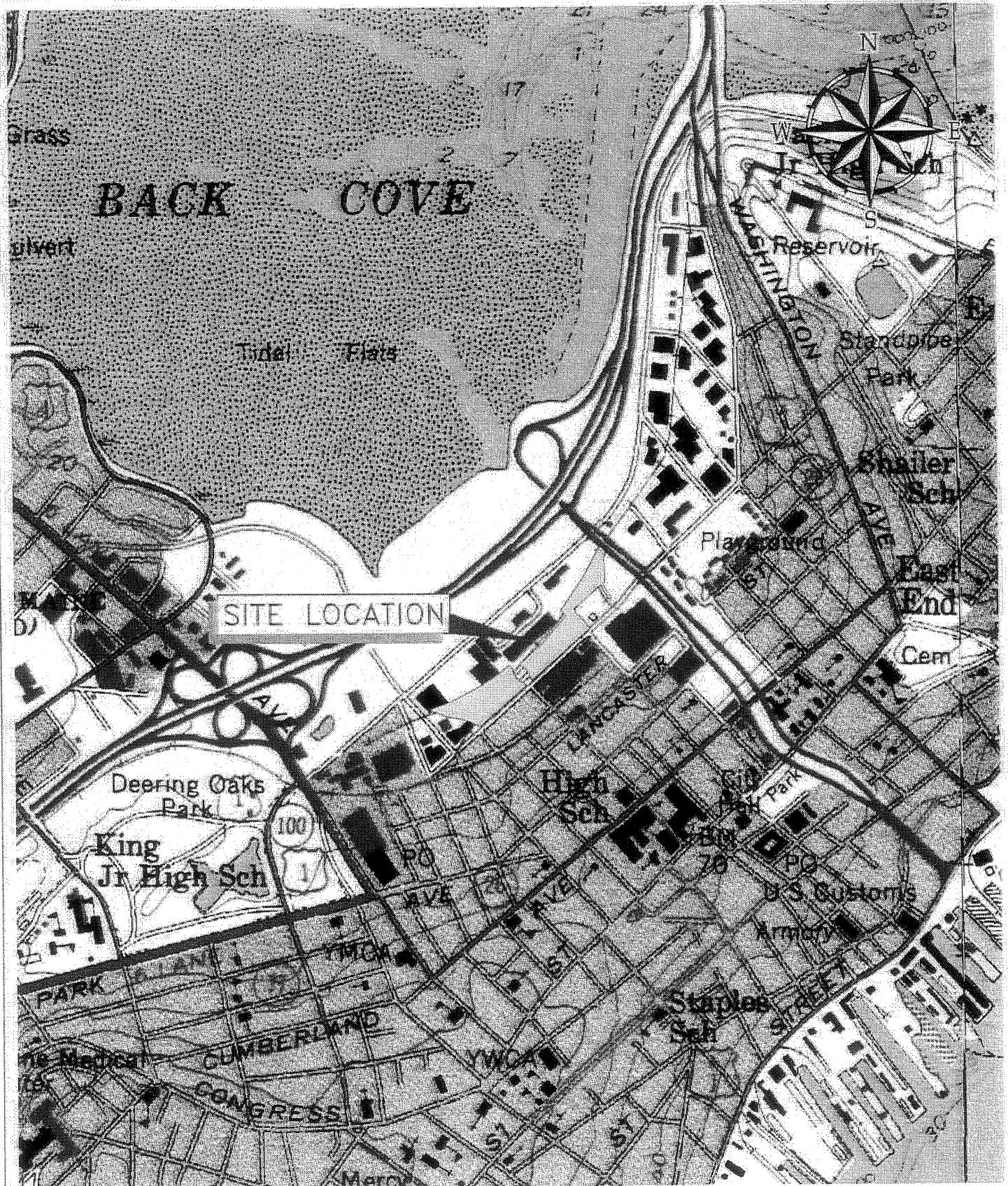


34A-B-1

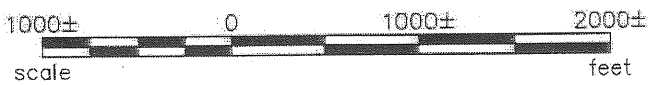
82-200 Marginal  
way

Subdivision  
city of Portland

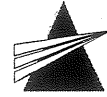


**NOTE:**

SOURCE: UNITED STATES GEOLOGICAL SURVEY, 1:24,000 QUADRANGLE, 7.5 MINUTE SERIES - PORTLAND EAST AND WEST



<p><b>WOODARD &amp; CURRAN</b> Engineering • Science • Operations</p>	<p><b>USGS TOPOGRAPHIC MAP</b></p>	<p>CITY OF PORTLAND PORTLAND, MAINE</p>	<p>JOB NO: 203905.01 DATE: AUGUST 2006 SCALE: 1" = 1000'</p>
		<p>BAYSIDE GARAGE</p>	<p>Figure 1.1</p>



## 6. STORMWATER MANAGEMENT

### 6.1 OVERVIEW

The Bayside Garage project will result in the conversion a former railroad yard and existing scrap metal recycling facility into a seven-story parking garage (ground plus six levels), new access driveway directly across from the existing Pearl Street, a widened sidewalk along Somerset Street, and a pedestrian trail at the rear of the property. Each component of the project is further explained and indicated on the site plans in Section 1 of this application. The Site consists of portions of two existing lots, one of which is owned by the Downtown Portland Corporation (DPC) and the other privately owned (currently under Purchase & Sale Agreement with the City). The Site itself occupies approximately 1.3 acres. Additional area adjacent to the Site will be disturbed during the course of construction such that a total area of approximately 2.3 acres will be disturbed; this area of additional disturbance will be restored to the pre-development condition after construction is complete.

The DPC owned portions of the proposed development site are primarily vacant land associated with the former railroad yard. The vacant land is characterized by broken pavement and gravel surface with sparse vegetation limited to weedy, often non-native species that are highly tolerant of periodic disturbance and low quality soil conditions. The privately owned parcel is currently occupied by a metals recycling facility. One single-story office building associated with the recycling operations is present within the development site. No other building structures are present. A copy of the ALTA/ACSM Land Title Survey Plan depicting the existing site plan is attached to this application.

### 6.2 EXISTING STORMWATER

Runoff from the Site is limited as a result of the existing topography and lack of on-site stormwater systems. A majority of the Site drains to the rear of the Site, along the northwestern property line, where runoff accumulates in several isolated depressions and either evaporates, flows toward Somerset Street and into the storm drains, or infiltrates into the underlying soils. No stormwater systems are known to existing on the Site. A small portion of the Site, the area along Somerset Street, contributes runoff directly into Somerset Street. Somerset Street drainage is collected in a newly constructed storm drainage system, constructed as part of a combined sewer separation project undertaken by the City. The current storm drainage system, consisting of 18-inch and 24-inch reinforced concrete pipes (RCP), in Somerset Street, conveys runoff east along Somerset Street to the Franklin Arterial. The storm drain, now a 36-inch RCP, then turns north and follows the Franklin Arterial to the Franklin Arterial/Marginal Way intersection. The storm drain combines with street drainage along Marginal Way and connects into a 72-inch RCP which outfalls directly to Back Cove downstream of the Franklin Street Intercepting and Tide Gate Structure.

The combined sewer separation project made provisions to connect the properties comprising the Site into the Somerset Street storm drainage system. Three storm drainage stubs (one 10-inch PVC and two 15-inch RCP) were provided at separate locations along Somerset Street. The location of these connections from DMH-3S, DMH-4S and DMH-5S are shown on the ALTA/ACSM Land Title Survey Plan attached to this application.

### 6.3 STORMWATER MANAGEMENT DESIGN

The project's Stormwater Management Plan has been prepared in accordance with the latest version of the MeDEP Chapter 500: Stormwater Management (MeDEP Chapter 500) and The City of Portland



Technical and Design Standards and Guidelines (City Standards), Section V – Stormwater Management Standards.

The Bayside Garage project will disturb more than one acre of land so the MaineDEP Stormwater Law applies. The Bayside Garage project will not however create one acre or more of (post-1997) impervious area. Refer to the attached Stormwater Law Determination Figure 1-Existing Conditions and Figure 2-Proposed Conditions, as well as Section 8 of this Application for additional information. As a result, we have submitted a Stormwater Permit By Rule application, and designed the project to meet the Basic Standards (E&SC, Inspection/Maintenance, Housekeeping).

The following table summarizes the change in impervious area:

**Table 6.1: Impervious Area Summary**

	<b>Total Area (acres)</b>	<b>Impervious Area (acres)</b>	<b>Percent Impervious (%)</b>
Pre-Development	1.31	1.31	100.0
Post-Development	1.31	1.16	88.6
<b>CHANGE</b>	<b>0.00</b>	<b>-0.15</b>	<b>-11.4</b>

## 6.4 STORMWATER QUANTITY

As described above, the City of Portland recently completed a combined sewer separation project along Somerset Street. In support the redevelopment of the former rail yard, the combined sewer separation project made provisions to connect the Site into the Somerset Street storm drainage system by providing three storm drainage stubs along Somerset Street for this purpose.

Development of the Site will result in an 11.4% reduction of impervious area as noted in Table 6.1. Accordingly, the project is not expected to negatively impact the City's drainage system.

## 6.5 STORMWATER QUALITY

While only Maine DEP Stormwater Law Permit-by-Rule (Basic Standards) applies, in accordance with the City's Technical Design Standards we have designed the project so that oils, greases, sediment and other contaminants anticipated in the runoff from the upper deck of the parking garage will receive treatment prior to discharge to the City's Storm Drains. Several proprietary water quality treatment devices have been identified that meet the Maine DEP/City treatment requirements for this application. The devices have been designed and sized to treat the first 1-inch of runoff (first flush) from the parking deck. Manufacturers of these devices are Hydro-International, Vortech/Contech Stormwater Solutions, and Rinker/Stormceptor. Sizing calculations for the VortSentry50 and Stormceptor STC-450 devices are attached to this application.

Floor drains for lower decks of the garage, not exposed to direct rainfall, will be treated through an oil/water separator prior to discharge to the sanitary sewer.



Driveway runoff will be treated with hooded and deep sump catchbasins to mitigate oils, greases, and sediments from entering the City's drainage system.

## **6.6 MAINTENANCE OF STORMWATER SYSTEMS**

### **6.6.1 Inspection and Maintenance Responsibility**

Upon completion of the project, City of Portland will assume responsibility for overseeing the property, including the inspection and maintenance of the site's stormwater drainage system, treatment measures, roadways, parking areas, permanent erosion control measures, buffers, and landscaped areas located outside of City rights-of-way.

### **6.6.2 Inspection and Maintenance Activities**

Inspections will be completed on a regular schedule. Maintenance will be completed either on an as needed basis or on a routine basis. The optimum frequency of the inspections will be established based on the results of initial inspections.

There will be three basic types of stormwater control facilities at the Bayside Garage Site. They include the yard stormdrain system, oil and sediment separators, and finished surfaces. A general description of and need for maintenance of each type of facility is given below.

### **6.6.3 Detailed Inspection and Maintenance Guidance**

The following explain the proposed inspection and maintenance activities. As previously mentioned, the frequency of inspections and maintenance should be adjusted based on initial inspection results. An inspection checklist is attached. It will be used as a record of the results of periodic inspections and as a log of maintenance activities performed.

#### **6.6.3.1 Maintain Vegetation**

##### **What it is**

Vegetation associated with the site is primarily grass. It serves to prevent erosion on the unpaved areas of the site. It also serves to slow the rate of runoff and remove sediment.

Inspection of vegetation should be done in the spring and fall and after every major storm. Maintenance includes keeping debris away from stormwater field drain inlets. Maintenance should be performed as needed.

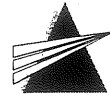
##### **What to look for - Inspection**

###### Stormdrain systems

- Debris at field drain and catch basin inlets.
- Erosion around the inlets.

##### **What to do - Maintenance**

###### Stormdrain Systems



- Remove and properly dispose of trash, leaves, twigs and other debris that has accumulated at the structures.

Repair eroded surfaces and reseed using mulch, mesh, sod, or other means to ensure that vegetation can become reasonably established before another storm occurs. If erosion recurs, after vegetation is established, determine the cause of the erosion and correct the problem.

### 6.6.3.2 Maintain Ground Surfaces Other Than Vegetation

#### What it is

Ground surfaces other than vegetation at the site include pavement, pavers, and other improved surfaces around the buildings. The surfacing serves primarily to prevent erosion on the site. It also allows accumulated debris and sediment to be swept from this site, removing it before it gets washed into the stormwater system by precipitation.

Inspection of adjacent ground surfaces should be done in the spring and fall and after every major storm. Maintenance should be performed as needed.

#### What to look for - Inspection

##### Stormdrain systems

- Debris at field drain and catch basin inlets.
- Erosion at stormdrain inlet structures.
- Broken surface areas adjacent or uphill from inlet structures.

##### Oil/Sediment Removal Chambers

- Debris at chamber inlets and outlets, and inside the sediment chamber.
- Erosion around the structures.

#### What to do - Maintenance

##### Stormdrain Systems

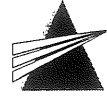
- Remove and properly dispose of trash, leaves, twigs and other debris that has accumulated at inlet structures.
- Repair broken surface areas.

##### Oil/Sediment Removal Chambers

- Remove and properly dispose of trash, leaves, twigs, and other debris that has accumulated and as prescribed by the manufacturer.

Repair broken surfaces. If the surface continues to break on a regular basis, look for and remove, repair the cause of the weak subgrade.

### 6.6.3.3 Remove Sediment



## What it is

Most stormwater control structures are designed to carry stormwater to downstream water bodies. However, if sediment collects and accumulates in the structures it can cause flooding, which may increase the potential for erosion of the soil, or deterioration of paved surfaces. Catch basins are designed to collect sediment for periodic removal. If sediment is not removed in a timely manner it can be resuspended during storm events and carried downstream, out of the system.

Oil and sediment removal chambers are designed to collect sediment. They require regular maintenance to continue to operate as designed. Inspection and maintenance intervals may be specified by the manufacturer, but at a minimum should be performed monthly and cleaned every six months. The inspection and maintenance items described below are minimum suggested procedures. A contractor may be responsible for inspection and maintenance of the oil and sediment removal chambers.

Inspection to determine sediment accumulation on the site should be done in the spring and fall, and more frequently as experience warrants. Maintenance should be performed as needed.

## What to look for - Inspection

### Stormdrain Systems

- Accumulated sediment in drain pipes or around drain entrances. If sediment substantial at the time of inspection, that catchbasin should be inspected more frequently.
- On a monthly basis verify and record the depth of debris in each catch basin. Debris depth shall be recorded on a chart or table such that the amount of debris collected in each catch basin can be monitored with respect to time. This information can be used to adjust inspection frequency as needed.

### Oil/Sediment Removal Chambers

- Accumulated grease, oil, debris, and sediment. Visual observation may not reveal the amount of sediment accumulation, so another means, such as a probe, must be devised.

## What to do – Maintenance

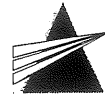
### Stormdrain Systems

- If storm drains are plugged, or have substantial accumulations of sediment, they need to be cleaned by manual or power methods.
- When sediment in catch basins reaches 6 inches below the outlet in any catch basin, clean the sump with machinery specifically designed for the task.
- When cleaning catch basins, inspect the structure for any conditions that may affect its ability to function as designed, and note its condition in the appropriate log.
- To reduce the need to remove sediment it is recommended that the periodic inspections include efforts to identify the source of the sediment. Any areas of erosion must be corrected.
- If the sediment is from sanding the parking lot or garage, sweeping intervals must be increased to capture the sediment before it enters the stormdrain system.

### Oil/Sediment Removal Chambers

- Manually, or by vacuum truck, remove sediment from the chamber. Properly dispose of the removed sediment in a landfill or other acceptable location.

If the sediment is from sanding the parking lot or garage, sweeping intervals must be increased to capture the sediment before it enters the stormdrain system.



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## 6.7 ATTACHMENTS

Figure 6.1 Existing Conditions

Figure 6.2 Proposed Conditions

Stormceptor STC-450 Sizing Calculation

Vortechincs VortSentry 50 Sizing Calculation

Stormwater Inspection Checklist

Stormwater Erosion & Sedimentation Control Inspection Report Form





# PORTLAND MAINE

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

**Planning and Development Department**  
Lee D. Urban, Director

**Planning Division**  
Alexander Jaegerman, Director

August 23, 2007

Joseph E. Gray, Jr.  
City Manager  
City of Portland  
389 Congress Street  
Portland, ME. 04101

RE: Bayside Parking Garage; vicinity of 25 Somerset Street; #2006-041; CBL:25-B-0002

Dear Joe,

Thank you for your letter requesting an extension to the site plan approval for the Bayside Parking Garage located in the vicinity of 25 Somerset Street.

In my capacity as Planning Division Director for the City of Portland, I am granting your request to extend your approval to October 10, 2008. If you have any questions, please contact me at 874-8724.

Sincerely,

Alexander Jaegerman  
Planning Division Director

cc: Lee Urban, Planning and Development Director  
Barbara Barhydt, Development Review Services Manager  
Richard Knowland, Senior Planner  
Marge Schuckal, Zoning Administrator  
Penny Littell, Corporation Counsel  
Approval Letter File

Stormceptor CD Sizing Program  
United States  
Version 4.0.0

Project Details			
Project Location	Proposed Parking Garage Portland, ME	Project #	City of Portland
Date	08-30-06	Company	Woodard & Curran
		Contact	Jan Woodwater

Selected Rainfall Station	
State	Maine
Name	PORTLAND INTL JETPRT
ID #	6905
Elev. (ft)	45
Latitude	N 43 deg 38 min
Longitude	W 70 deg 18 min

Particle Size Distribution		
Diam. (um)	Percent (%)	Spec. Gravity
20	20	1.30
60	20	1.80
150	20	2.20
400	20	2.65
2000	20	2.65

Site Parameters	
Total Area (ac)	.83
Imperviousness (%)	100
Impervious Area (ac)	.83

Stormceptor Sizing Table		
Stormceptor Model	% Runoff Treated	% TSS Removal
STC 450	73	80
STC 900	89	87
STC 1200	89	87
STC 1800	89	87
STC 2400	95	90
STC 3600	95	90
STC 4800	98	92
STC 6000	98	93
STC 7200	99	94
STC 11000	100	96
STC 13000	100	96
STC 18000	100	97

Comments :

Woodard & Curran  
Phone #800-446-5518  
Fax #781-251-0847  
Attention: Jan Woodwater

Proposed project:

Parking garage (123ft. x 297ft.)  
Portland, ME

Stormceptor CD Sizing Program Version 4.0.0

Country United States

Date 08-30-06

Project Number City of Portland  
Project Name Proposed Parking Garage  
Project Location Portland, ME  
Company Woodard & Curran  
Designer Jan Woodwater

Notes

Woodard & Curran  
Phone #800-446-5518  
Fax #781-251-0847  
Attention:  
Jan Woodwater

Proposed project:

Parking garage (123ft. x  
297ft.)  
Portland, ME

Rainfall Station PORTLAND INTL JETPRT  
Rainfall File ME6905.NDC  
Latitude = N 43 deg 38 min  
Longitude = W 70 deg 18 min  
Elevation = 45. ft  
Rainfall Period of Record 1948 to 1999

Site Parameters

Total Drainage Area 0.83 ac  
Total Imperviousness (%) 100.00  
Overland Flow Width 380. ft  
Overland Slope (%) 2.0  
Impervious Depression Storage 0.020 in  
Pervious Depression Storage 0.200 in  
Impervious Mannings n 0.015  
Pervious Mannings n 0.250

Infiltration Parameters

Horton Infiltration Used  
Initial (Max) Infiltration Rate 2.44 in/h  
Final (Min) Infiltration Rate 0.40 in/h  
Infiltration Decay Rate (1/sec) 0.00055  
Infiltration Regeneration Rate (1/sec) 0.010

Daily evaporation 0.100 in/day

A maintenance cycle of 12 months was chosen  
(The Stormceptor will be cleaned out every 12 months)

## TSS Loading Calculations

### Buildup / Washoff Loading Chosen

Buildup Washoff allocates more washoff in the rising limb of the hydrograph

Target Event Mean Concentration (mg/l) 125.  
Buildup Exponent 0.400  
Washoff Exponent 0.200  
Availability Factors for Particles  $\geq$  400.  $\mu$ m  
Availability =  $A + Bi^C$   
A = 0.057  
B = 0.040  
i = rainfall intensity  
C = 1.100

### Stormwater Particle Size Distribution Table

Diameter ( $\mu$ m)	Percent (%)	Specific Gravity	Settling Velocity ft/s
20.0	20.0	1.30	0.0013
60.0	20.0	1.80	0.0051
150.0	20.0	2.20	0.0354
400.0	20.0	2.65	0.2123
2000.0	20.0	2.65	0.9417

Flocculated settling assumed for particles  $\leq$  20  $\mu$ m

Rainfall records 1948 to 1999  
Total rainfall period 52 years  
Total rainfall = 2209.9 in  
Average annual rainfall = 42.5 in

Rainfall event analysis

2.0 hour inter event time used to determine # of events

< in	Events	%	Vol in	%
0.25	6236	73.6	379.	17.1
0.50	912	10.8	335.	15.1
0.75	480	5.7	298.	13.5
1.00	304	3.6	265.	12.0
1.25	182	2.1	204.	9.2
1.50	116	1.4	159.	7.2
1.75	73	0.9	119.	5.4
2.00	53	0.6	99.	4.5
2.25	30	0.4	64.	2.9
2.50	22	0.3	52.	2.4
2.75	9	0.1	23.	1.1
3.00	11	0.1	32.	1.4
3.25	12	0.1	38.	1.7
3.50	5	0.1	17.	0.8
3.75	4	0.0	14.	0.6
4.00	3	0.0	12.	0.5
4.25	4	0.0	16.	0.7
4.50	0	0.0	0.	0.0
4.75	3	0.0	14.	0.6
5.00	3	0.0	15.	0.7
5.25	0	0.0	0.	0.0
5.50	0	0.0	0.	0.0
5.75	2	0.0	11.	0.5
6.00	0	0.0	0.	0.0
6.25	0	0.0	0.	0.0
6.50	0	0.0	0.	0.0
6.75	0	0.0	0.	0.0
7.00	0	0.0	0.	0.0
7.25	0	0.0	0.	0.0
7.50	1	0.0	7.	0.3
7.75	0	0.0	0.	0.0
8.00	1	0.0	8.	0.4
8.25	0	0.0	0.	0.0
> 8.25	3	0.0	31.	1.4

Total rain 2210. in  
 Number of rain events 8469

Rainfall intensity analysis

Average intensity = 0.23 in/h

< in/h	Number	%	Vol in	%
0.25	28267	74.0	698.	31.6
0.50	5614	14.7	505.	22.9
0.75	2155	5.6	326.	14.8
1.00	1072	2.8	232.	10.5
1.25	411	1.1	116.	5.2
1.50	241	0.6	82.	3.7
1.75	148	0.4	60.	2.7
2.00	110	0.3	52.	2.3
2.25	55	0.1	29.	1.3
2.50	47	0.1	28.	1.3
2.75	33	0.1	21.	1.0
3.00	14	0.0	10.	0.5
3.25	8	0.0	6.	0.3
3.50	7	0.0	6.	0.3
3.75	8	0.0	7.	0.3
4.00	6	0.0	6.	0.3
4.25	5	0.0	5.	0.2
4.50	4	0.0	4.	0.2
4.75	1	0.0	1.	0.1
5.00	3	0.0	4.	0.2
5.25	2	0.0	3.	0.1
5.50	1	0.0	1.	0.1
5.75	1	0.0	1.	0.1
6.00	1	0.0	1.	0.1
6.25	0	0.0	0.	0.0
6.50	0	0.0	0.	0.0
6.75	0	0.0	0.	0.0
7.00	1	0.0	2.	0.1
7.25	0	0.0	0.	0.0
7.50	1	0.0	2.	0.1
7.75	0	0.0	0.	0.0
8.00	0	0.0	0.	0.0
8.25	0	0.0	0.	0.0
> 8.25	1	0.0	2.	0.1

Total rainfall = 2209.9 in  
Total evaporation = 217.2 in  
Total infiltration = 0.0 in  
% Rainfall as runoff = 93.2 %

Average Event Mean Concentration for TSS (mg/l) 118.1

TSS Removal Simulation Results Table

Stormceptor Model	Treated Q cfs	% Runoff Treated	Tank TSS Removal (%)	Overall TSS Removal (%)
STC 450	0.283	73.	84.	80.
STC 900	0.636	89.	88.	87.
STC 1200	0.636	89.	88.	87.
STC 1800	0.636	89.	88.	87.
STC 2400	1.059	95.	90.	90.
STC 3600	1.059	95.	91.	90.
STC 4800	1.766	98.	93.	92.
STC 6000	1.766	98.	93.	93.
STC 7200	2.472	99.	94.	94.
STC 11000	3.531	100.	96.	96.
STC 13000	3.531	100.	96.	96.
STC 16000	4.944	100.	97.	97.

Hydrology Table - Volume of Runoff Treated vs By-Pass Flow Rate

Treated Q cfs	Treated Vol ft3	Over Vol ft3	Tot Vol	% Treated
0.035	1711426.	4498111.	6208368.	27.6
0.141	3473542.	2735676.	6208368.	55.9
0.318	4678033.	1531703.	6208368.	75.4
0.565	5404064.	804568.	6208368.	87.0
0.883	5795326.	413331.	6208368.	93.3
1.271	5999408.	209042.	6208368.	96.6
1.730	6105444.	102964.	6208368.	98.3
2.260	6155467.	52906.	6208368.	99.1
2.860	6180421.	27960.	6208368.	99.5
3.531	6195088.	13285.	6208368.	99.8
4.273	6202048.	6321.	6208368.	99.9
5.085	6205257.	3110.	6208368.	99.9
5.968	6207368.	1000.	6208368.	100.0
6.922	6208343.	25.	6208368.	100.0
7.946	6208368.	0.	6208368.	100.0
9.041	6208368.	0.	6208368.	100.0
10.206	6208368.	0.	6208368.	100.0
11.442	6208368.	0.	6208368.	100.0
12.749	6208368.	0.	6208368.	100.0
14.126	6208368.	0.	6208368.	100.0
15.574	6208368.	0.	6208368.	100.0
17.092	6208368.	0.	6208368.	100.0
18.681	6208368.	0.	6208368.	100.0
20.341	6208368.	0.	6208368.	100.0
22.072	6208368.	0.	6208368.	100.0
23.873	6208368.	0.	6208368.	100.0
25.744	6208368.	0.	6208368.	100.0
27.687	6208368.	0.	6208368.	100.0
29.700	6208368.	0.	6208368.	100.0
31.783	6208368.	0.	6208368.	100.0

End of Simulation





Fax Cover Page

To: Barry Sheff

Company: Woddard & Curran

Fax Number: 774-6635

From: Heather McCall

Company: Contech Stormwater Solutions

Fax Number: 207-885-9825

Subject : Summerset Parking Garage Vortsentry Submittal

Pages including cover page: 6

Time: 8:26:50

Date: 9/5/2006

## MESSAGE

Good Morning Barry,

I have attached the Vortsentry sizing submittal for Summerset Parking Garage. I tried to send this to you via email on Friday, but the message was sent back 'undeliverable' probably due to the large attachment size. The Vortsentry 50 will treat the water quality flow of 0.83 cfs while bypassing the peak storm event. If you have any technical questions or require additional information, please feel free to contact me.

Thank you for looking over the Vortsentry for water quality on your project,  
Heather McCall

[contechstormwater.com](http://contechstormwater.com)

**Maine:**

200 Enterprise Drive, Scarborough, Me 04074  
Toll free: 877.907.8678 Fax: 207.885.9825

**Oregon:**

12021-B NE Airport Way, Portland, OR 97220  
Toll free: 800.548.4667 Fax: 503.240.9553

**Maryland:**

7020 Troy Hill Drive, Suite A-B, Elkridge, MD 21075  
Toll free: 866.740.3318 Fax: 866.376.8511



# Sizing Estimate

Provided by Heather McCall on September 1, 2006

## Summerset Parking Garage

Portland, ME

Information from Rational Rainfall Method calculations assuming a Rainfall intensity equal to Portland, ME ( $i=6.17$ ,  $T_c=5$  min)

Site information:

Structure ID	Area	Runoff Coefficient	Tc	WQQ- 1 <sup>st</sup> Inch (cfs)	WQQ- 25 year (cfs)
WQS	0.83	0.9	5	0.8	4.61

- Presiding agency = City of Portland
- Vortsentry systems sized to treat the WQQ and remove a minimum of 80% net annual TSS of the OK-110 (~106 micron) particle gradation.

Assumptions:

- Vortsentry Systems sized online to treat the Water Quality flow and internally bypass the 25 year peak flow.

Sizing Summary:

The VortSentry® Stormwater Treatment System is a hydrodynamic separator designed to enhance gravitational separation of floating and settleable materials from stormwater flows. Stormwater flows enter the unit tangentially to the treatment chamber, which promotes a gentle swirling motion. As stormwater circles the treatment chamber, pollutants migrate toward the center of the unit where velocities are the lowest. Sediments accumulate in the bottom of the treatment chamber, while floating debris, oil and grease form a floating layer trapped in front of the treatment chamber baffle.

System	Water Quality Design Storm Peak Runoff Rate (cfs)	VortSentry Model
WQS	0.8	VS50

Maintenance:

Like any stormwater best management practice, the Vortsentry system requires regular inspection and maintenance to ensure optimal performance. Maintenance frequency will be driven by site conditions. Quarterly visual inspections are recommended, at which time the accumulation of pollutants can be determined. On average, the Vortsentry system requires annual removal of accumulated pollutants.

**VortSentry® Net Annual TSS Removal Efficiency Estimate**



**Summerset Street Garage  
Portland, ME  
Model VS50  
System WQS**

**Preliminary**

**Design Ratio<sup>1</sup> =  $\frac{0.83 \text{ acres} \times 0.9}{98 \text{ ft}^3} = 0.008$**

<u>Rainfall Intensity</u> "/hr	<u>Flow Rate</u> cfs	<u>Operating Rate<sup>2</sup></u> cfs/ft <sup>3</sup>	<u>% Total Rainfall</u> Depth <sup>3</sup>	<u>Rmvl. Effcy<sup>4</sup></u> (%)	<u>Rel. Effcy</u> (%)
0.02	0.01	0.00015	10.5%	98.0%	10.3%
0.04	0.03	0.00030	10.4%	98.0%	10.2%
0.06	0.04	0.00046	11.0%	98.0%	10.7%
0.08	0.06	0.00061	8.9%	96.9%	8.6%
0.10	0.07	0.00076	7.7%	96.9%	7.4%
0.12	0.09	0.00091	5.5%	96.9%	5.3%
0.14	0.10	0.00107	5.4%	96.9%	5.3%
0.16	0.12	0.00122	5.2%	95.8%	4.9%
0.18	0.13	0.00137	4.4%	95.8%	4.2%
0.20	0.15	0.00152	3.6%	95.8%	3.5%
0.25	0.19	0.00190	7.1%	94.7%	6.7%
0.35	0.26	0.00266	7.8%	93.6%	7.3%
0.45	0.34	0.00342	4.5%	92.5%	4.2%
0.65	0.49	0.00495	4.3%	87.7%	3.8%
1.00	0.75	0.00761	2.1%	83.2%	1.8%
1.50	1.12	0.01141	1.1%	80.0%	0.9%
2.50	1.87	0.01902	0.3%	57.0%	0.2%

**Net Annual TSS Removal Efficiency = 95%**

- 1 - Design Ratio = (Total Drainage Area x Runoff Coefficient) / VortSentry Treatment Volume  
= The Total Drainage Area and Runoff Coefficient are specified by the site engineer.
- 2 - Operating Rate (cfs/ft<sup>3</sup>) = Rainfall Intensity ("/hr) x Design Ratio
- 3 - Based on 10 years of rainfall data from NCDC station 6905, Portland Airport, Cumberland County, ME
- 4 - Removal efficiencies are based on Vortech's laboratory verified removal of OK-110, a commercially available silica gradation with a mean particle size of 110 microns, containing particles ranging from 53-150 microns.

Calculated by: HSM      Date: 09/01/06      Checked by:      Date:

### VortSentry® Stage Discharge Calculations Summerset Street Garage



Portland, ME  
Model VS50  
System WQS

Preliminary

<u>Treatment Chamber Outlet Orifice</u>			<u>Flow Partition Weir</u>	
Orifice Area (ft <sup>2</sup> ) =	0.299		Crest El. (ft) =	1.08
Discharge Coefficient =	0.56		Weir Crest Length (ft) =	1.11
			Discharge Coefficient =	3.33

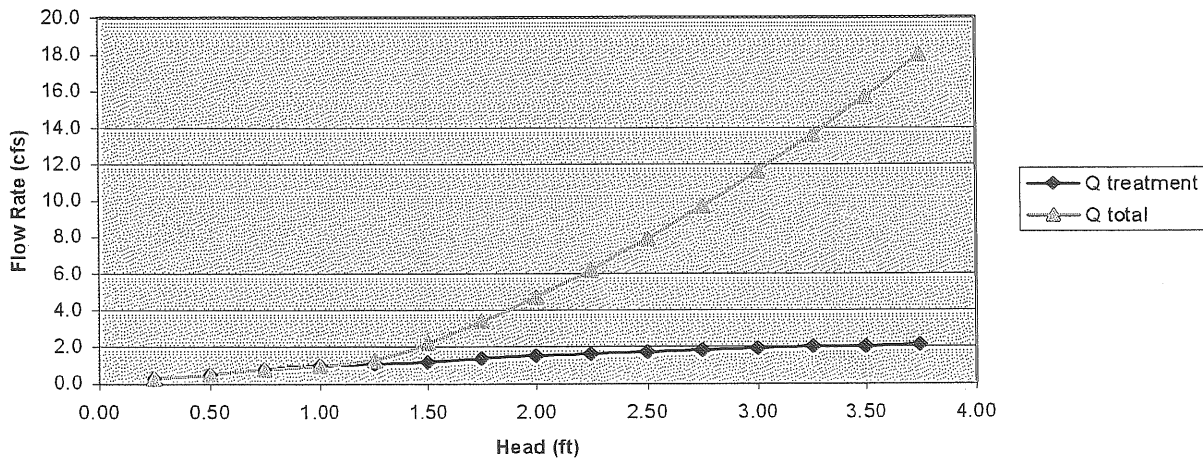
  

Head (ft)	Elevation (ft)	Treatment Flow (cfs)	Bypass Flow Rate (cfs)	Total Flow Rate (cfs)
0.25	94.25	0.3	0	0.3
0.50	94.50	0.5	0	0.5
0.75	94.75	0.8	0	0.8
1.00	95.00	1.0	0	1
1.25	95.25	1.1	0.2	1.3
1.50	95.50	1.2	1	2.2
1.75	95.75	1.4	2	3.4
2.00	96.00	1.5	3.2	4.7
2.25	96.25	1.6	4.6	6.2
2.50	96.50	1.7	6.2	7.9
2.75	96.75	1.8	7.9	9.7
3.00	97.00	1.9	9.7	11.6
3.25	97.25	2	11.6	13.6
3.50	97.50	2	13.7	15.7
3.75	97.75	2.1	15.9	18

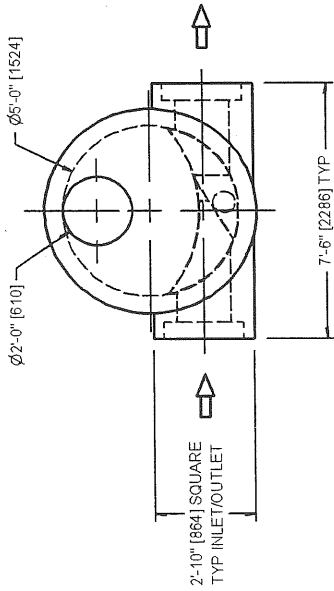
  

Calculated by: HSM	Date: 9/1/2006	Checked By:	Date:
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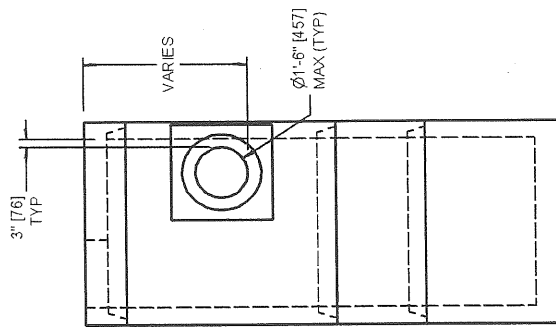
**Stage Discharge**



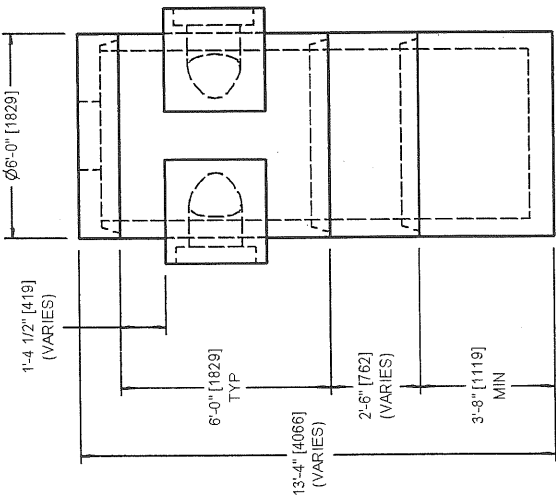
THE VORTSENTRY SECTION SHALL BE STENCILED WITH THE CONTECH STORMWATER SOLUTIONS NAME AND LOGO. PIPE OPENINGS SHALL BE STENCILED "INLET" OR "OUTLET" AS APPROPRIATE



**PLAN VIEW**



**LEFT SIDE VIEW**



**ELEVATION VIEW**

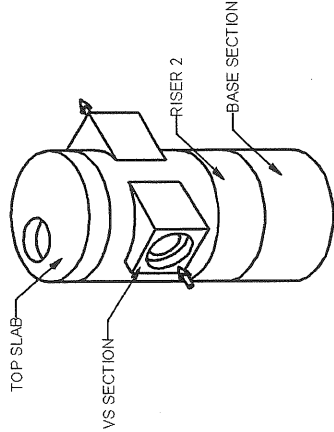
ALTERNATE UNITS [ ] ARE IN MILLIMETERS UNLESS NOTED OTHERWISE

**FOR INFORMATIONAL PURPOSES ONLY - NOT INTENDED FOR CONSTRUCTION**

This CADD file is for the purpose of specifying stormwater treatment equipment to be furnished by CONTECH Stormwater Solutions and may only be transferred to other documents exactly as provided by CONTECH Stormwater Solutions. Title block information, excluding the CONTECH Stormwater Solutions logo and the VortSentry Stormwater Treatment System designation and patent number, may be deleted if necessary. Revisions to any part of this CADD file without prior coordination with CONTECH Stormwater Solutions shall be considered unauthorized use of proprietary information.

**NOTES:**

1. STORMWATER TREATMENT SYSTEM (SWTS) SHALL BE DESIGNED TO MEET PERFORMANCE GOALS BASED ON FULL SCALE LABORATORY PERFORMANCE DATA
2. SWTS SHALL BE DESIGNED TO RETAIN FLOATABLES AND TRAPPED SEDIMENT AT FLOW RATES UP TO AND INCLUDING PEAK TREATMENT CAPACITY
3. SWTS INVERTS IN AND OUT SHALL BE AT THE SAME ELEVATION
4. SWTS SHALL NOT BE COMPROMISED BY EFFECTS OF DOWNSTREAM TAILWATER
5. SWTS SHALL HAVE NO INTERNAL COMPONENTS THAT OBSTRUCT MAINTENANCE ACCESS
6. PIPE ORIENTATION MAY VARY; SEE SITE PLAN FOR SIZE AND LOCATION COMPONENTS
7. PURCHASER SHALL NOT BE RESPONSIBLE FOR ASSEMBLY OF INTERNAL COMPONENTS
8. (1) MANHOLE FRAME AND COVER SUPPLIED WITH SYSTEM, NOT INSTALLED
9. PURCHASER TO PREPARE EXCAVATION AND PROVIDE LIFTING EQUIPMENT
10. VORTSENTRY BY CONTECH STORMWATER SOLUTIONS; PORTLAND, OR (800) 548-4667; SCARBOROUGH, ME (877) 907-8676; ELK RIDGE, MD (866) 740-3318



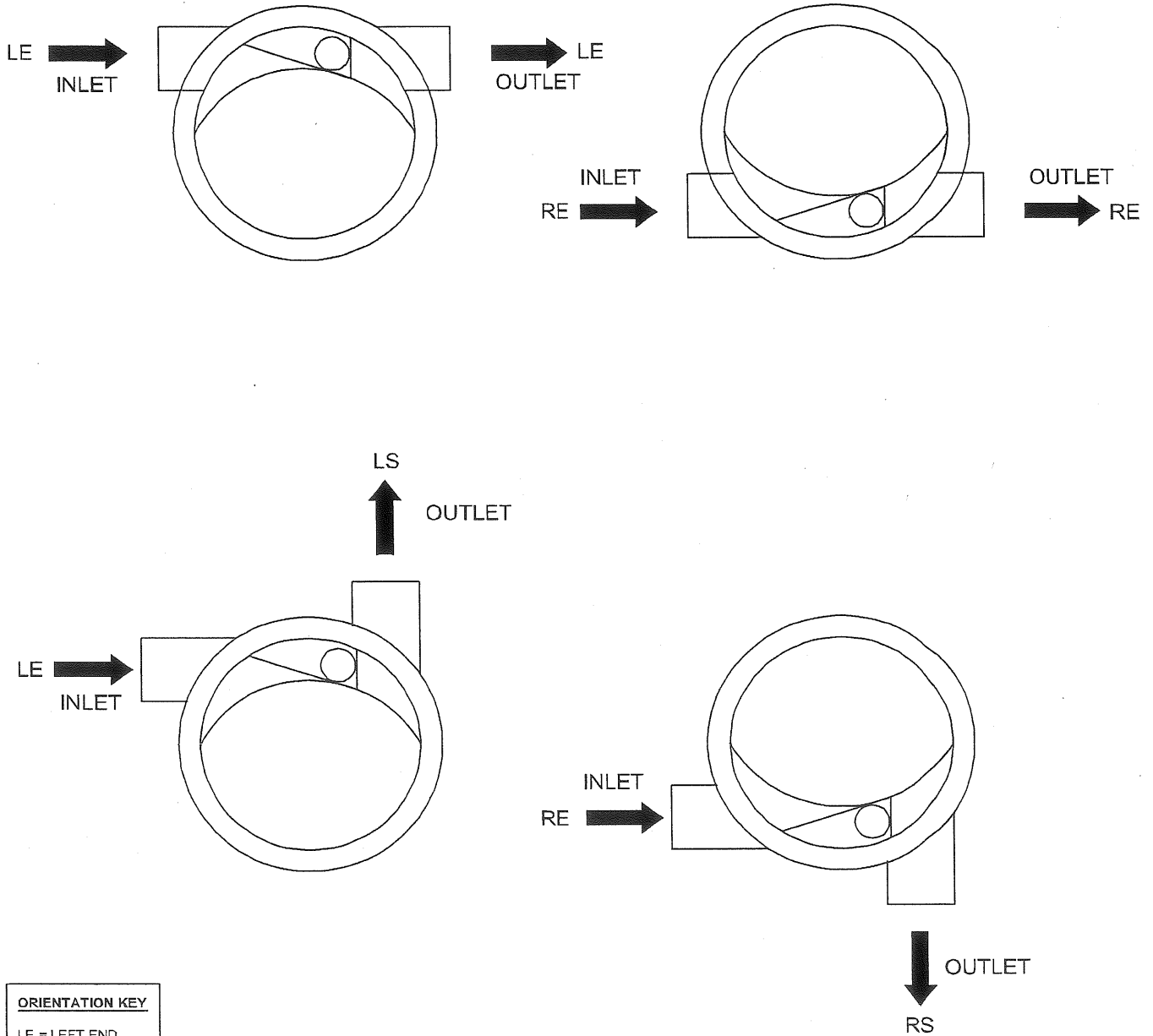
**ASSEMBLY VIEW**

STD

**STANDARD DETAIL**  
**STORMWATER TREATMENT SYSTEM**  
**VORTSENTRY® VS50** US PATENT No. 6,991,114

**CONTECH**  
**STORMWATER SOLUTIONS**  
 contechstormwater.com

SCALE: NONE  
 DRAWN: JBS  
 CHECKED: NDG  
 FILE NAME: STDVS50  
 DATE: 4/6/06



**ORIENTATION KEY**  
 LE = LEFT END  
 RE = RIGHT END  
 LS = LEFT SIDE  
 RS = RIGHT SIDE

This CADD file is for the purpose of specifying stormwater treatment equipment to be furnished by CONTECH Stormwater Solutions and may only be transferred to other documents exactly as provided by CONTECH Stormwater Solutions. Title block information, excluding the CONTECH Stormwater Solutions logo and the stormwater treatment system product designation and patent number, may be deleted if necessary. Revisions to any part of this CADD file without prior coordination with CONTECH Stormwater Solutions shall be considered unauthorized use of proprietary information.



TYPICAL VORTSENTRY® SYSTEM ORIENTATIONS

DATE: 4/21/06	SCALE: NONE	FILE NAME: TYP VS ORIENTATION	DRAWN: JBS	CHECKED: NDG
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## 7. CONSTRUCTION PLAN

The following statement is made in accordance with City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(7).

Construction of the project is anticipated to begin in May, 2007 and be completed in November 2008. Table 7-1 outlines the anticipated permitting, financing and construction timeline for the project.

**Table 7-1: Project Timeline**

Activity	Completion Date
Permit Approvals	September, 2006
Plan for Construction Financing	March, 2007
Construction Bid	April, 2007
Construction Start:	May, 2007
Construction Completion	November, 2008



## 8. STATE AND FEDERAL PERMITTING

The following statement is made in accordance with City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(8).

In addition to the City's Major Site Plan and Subdivision Review, the following State permits are required:

- State Fire Marshall Building Permit - A permit will be obtained before construction of the building begins.
- Modification to VRAP – Tewhey Associates is currently reviewing the existing VRAP and proposed site uses to assess VRAP modification associated with the project.
- MaineDOT Traffic Movement Permit – Under delegated review authority to the City of Portland, this project requires a Traffic Movement Permit.

Permits of note that are not required or not applicable to this project include:

- There are no wetlands on or adjacent to the site, therefore, neither a Maine Natural Resources Protection Act permit, nor a U.S Army Corps of Engineers Wetland Permit, is required.
- The development is not an industrial activity required to have a permit under the Maine Pollutant Discharge Elimination System program.

Woodard & Curran assessed the regulatory triggers/thresholds for permitting under MaineDEP Site Location of Development (Site Law), and MaineDEP Stormwater Law

Records available from the City of Portland Public Works Department Archives Vault were reviewed and found to identify the pre-1970 existing structures (non-revegetated surfaces) and pre-1997 existing impervious areas both within the project area and at the Bayside Garage site. Historical and recent test pit and boring logs documenting surface conditions were also reviewed.

Under Site Law, the pre-1970 structure area of 3-acres is one of the thresholds to consider, along with the 20-acre five lot subdivision threshold. Ms. Linda Kokemuller, MaineDEP Portland Office Licensing Supervisor agreed that the project does not trigger the subdivision threshold under Site Law; there is not 20-acres in the project area independent of the number of lots. Ms. Kokemuller also agreed that since the aerial photography from 1969 depicts structures (non-revegetated surfaces, including buildings, pavement, etc.) across the majority of the Bayside Garage Site, (as well as the entire 6-acre rail yard property), no new structures would be created and therefore the pre-1970 structure area threshold is not exceeded.

The Bayside Garage project will disturb more than one acre of land so the MaineDEP Stormwater Law applies. The Bayside Garage project will not however create one acre or more of (post-1997) impervious area. As a result, we have submitted a Stormwater Permit By Rule application, and designed the project to meet the Basic Standards (E&SC, Inspection/Maintenance, Housekeeping). See also Stormwater Law Determination Figure 1-Existing Conditions and Figure 2-Proposed Conditions attached in Section 6 of this application.





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## 9. FINANCIAL AND TECHNICAL CAPACITY

### 9.1 TECHNICAL CAPACITY

The City of Portland's Economic Development Division has assembled a highly qualified, Maine-based Team of real estate, construction, finance, architecture, site planning, landscape architecture, engineering, environmental and legal professionals to expeditiously plan, permit, and develop construction documents for the Bayside Garage Project. The Team will be under the direction of the City of Portland's Economic Development Division Director, Jack N. Lufkin.

The Team services will be provided by the following companies and their respective team leaders:

#### 9.1.1 Consultant Team

##### SCOTT SIMONS ARCHITECTS: Planning, Design, Architecture, Coordination

75 York Street, Portland, ME 04101

Phone: 207-772-4656

Fax: 207-828-4656

Scott Simons: [scott@simonsarchitects.com](mailto:scott@simonsarchitects.com)

Austin Smith: [austin@simonsarchitects.com](mailto:austin@simonsarchitects.com)

Steve Fraser: [stephen@simonsarchitects.com](mailto:stephen@simonsarchitects.com)

Chris Berry: [chris@simonsarchitects.com](mailto:chris@simonsarchitects.com)

##### WOODARD & CURRAN: Civil Engineering, Permitting/Approvals, Coordination

41 Hutchins Drive, Portland, ME 04102

Phone: 207-774-2112

Fax: 207-774-6635

Barry Sheff: [bsheff@woodardcurran.com](mailto:bsheff@woodardcurran.com)

Dave Senus: [dsenus@woodardcurran.com](mailto:dsenus@woodardcurran.com)

David White: [dwhite@woodardcurran.com](mailto:dwhite@woodardcurran.com)

##### GOODY CLANCY: Urban Planning, Design

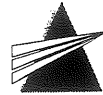
420 Boylston Street, Boston, MA 02116-3866

Phone: 617-262-2760

Fax: 17-262-9512

David Spillane: [david.spillane@goodyclancy.com](mailto:david.spillane@goodyclancy.com)

Phil Goff: [philip.goff@goff.com](mailto:philip.goff@goff.com)



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SIMON DESIGN ENGINEERING: Parking Facility Design and Structural Engineering

42 Washington St. Suite 300, Wellesley, MA 02481

Phone: 781-237-2226

Fax: 781-237-2272

Alan Simon: [asimon@sde-us.com](mailto:asimon@sde-us.com)

Ben Gunther: [bgunther@sde-us.com](mailto:bgunther@sde-us.com)

RICHARDSON ASSOCIATES: Landscape Architects

11 Middle Street, Saco, ME 04072

Phone: 207-286-9291

Fax: 207-286-9650

Todd Richardson: [tr@richardsonassociates.com](mailto:tr@richardsonassociates.com)

Ken Studtmann: [ks@richardsonassociates.com](mailto:ks@richardsonassociates.com)

Emma Kelly: [ek@richardsonassociates.com](mailto:ek@richardsonassociates.com)

HALEY & ALDRICH: Geotechnical Engineering

75 Washington Avenue Portland, ME 04101

Phone: 207-482-4600

James Weaver: [jww@haleyaldrich.com](mailto:jww@haleyaldrich.com)

Wayne Chadbourne: [wac@haleyaldrich.com](mailto:wac@haleyaldrich.com)

Stephen Kelley: [sjk@haleyaldrich.com](mailto:sjk@haleyaldrich.com)

SCG ENGINEERING: Survey

501 County Road, Westbrook, ME 04092

Phone: 207-347-8100

Fax: 207-347-8101

Scot Macdonald: [smacdonald@sgceng.com](mailto:smacdonald@sgceng.com)

Tim Patch: [tpatch@sgceng.com](mailto:tpatch@sgceng.com)

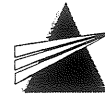
HNTB: Traffic

2 Thomas Drive, Westbrook, ME 04092

Phone: 207-774-5155

Paul Godfrey: [pgodfrey@hntb.com](mailto:pgodfrey@hntb.com)

Todd Pendleton: [tpendleton@hntb.com](mailto:tpendleton@hntb.com)



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BERNSTEIN SHUR SAWYER NELSON: Legal

100 Middle Street, Portland, ME 04104

Phone: 207-774-1200

Nathan Smith: [nsmith@bssn.com](mailto:nsmith@bssn.com)

Gregory Cunningham: [gcunningham@bssn.com](mailto:gcunningham@bssn.com)

MOORS & CABOT: Financial

111 Devonshire Street, Boston, MA

Phone: 617-314-0258

Fax: 617-451-0288

Joe Cuetara: [jcuetara@moorscabot.com](mailto:jcuetara@moorscabot.com)

### 9.1.2 Consultant Team Resumes

Resumes of the consultant team personnel will be provided upon request.

### 9.1.3 City Staff

In addition to being the City's Project Manager, Jack Lufkin is supported by City Staff in a number of Departments which make up the City's Project Working Group, including:

Larry Mead, Assistant City Manger

Phone: 874-8689

Email: [lsm@portlandmaine.gov](mailto:lsm@portlandmaine.gov)

Lee Urban, Director, Planning & Development Department

Phone: 874-8683

Email: [ldu@portlandmaine.gov](mailto:ldu@portlandmaine.gov)

Alex Jaegerman, Planning Division Director

Phone: 874-8724

Email: [aqj@portlandmaine.gov](mailto:aqj@portlandmaine.gov)

Rick Knowland, Senior Planner

Phone: 874-8725

Email: [rwk@portlandmaine.gov](mailto:rwk@portlandmaine.gov)

### 9.1.4 Bayside Project Steering Committee

Since the design team was awarded the project by the City of Portland, we have been working with a Project Steering Committee. The Steering Committee represents business owners, residents, and other stakeholders and includes the following individuals:



---

Todd Alexander: [talexander@signalgroup.com](mailto:talexander@signalgroup.com)  
Downtown Portland Corporation - Steering Committee Chair

John Peverada: [jpeverada@portlandmaine.gov](mailto:jpeverada@portlandmaine.gov)  
Parking Manager, City of Portland

Colette Bouchard: [cbouchard@ginne.org](mailto:cbouchard@ginne.org)  
Bayside Neighborhood Association

Casey O'Callaghan: [casey.ocallaghan@gmail.com](mailto:casey.ocallaghan@gmail.com)  
Bayside Neighborhood Association

Steve Lovejoy: [stephen.lovejoy@maine.edu](mailto:stephen.lovejoy@maine.edu)  
Downtown Portland Corporation (DPC)

Michael Taylor: [mmb.miket@conversent.net](mailto:mmb.miket@conversent.net)  
DPC Alternate

Drew Sigfridson: [dsigfridson@boulos.com](mailto:dsigfridson@boulos.com)  
The Boulos Company, DPC Rep

Tony McDonald: [tmcdonald@boulos.com](mailto:tmcdonald@boulos.com)  
The Boulos Company, DPC Rep

David Queeley: [david.queeley@tpl.org](mailto:david.queeley@tpl.org)  
Director, The Trust for Public Land

Nan Cumming: [nan@trails.org](mailto:nan@trails.org)  
Executive Director, Portland Trails

Tom Toye: [ttoye3@aol.com](mailto:ttoye3@aol.com)  
Bayside Property Owner/Developer

Phil Labbe: [prl@portlandmaine.gov](mailto:prl@portlandmaine.gov)  
Parks and Cemeteries Division Manager, City of Portland

Eric Labelle: [ejl@portlandmaine.gov](mailto:ejl@portlandmaine.gov)  
Engineer, City of Portland

Jim Carmody: [jpc@portlandmaine.gov](mailto:jpc@portlandmaine.gov)  
Transportation Engineer, City of Portland

Ross Furman: [ross@skillfulvending.com](mailto:ross@skillfulvending.com)  
Bayside Property/Business Owner

Carrie Marsh: [cmarsh@portlandmaine.gov](mailto:cmarsh@portlandmaine.gov)  
City of Portland

Nelle Hanig: [nrh@portlandmaine.gov](mailto:nrh@portlandmaine.gov)  
Business Development Representative, City of Portland

Kathi Earley: [kas@portlandmaine.gov](mailto:kas@portlandmaine.gov)  
Engineering Manager, Public Works, City of Portland

Other team members may be added as needed during the design and permitting process, all of which will be as qualified and the relative experience as the above team members.



## 9.2 FINANCIAL CAPACITY

The following statement is made in accordance with City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(9).

The City of Portland has a number of different means at its disposal for financing the proposed Parking Garage project. The City is currently utilizing the financial planning services of Moors & Cabot, Inc. to identify the best financing package for the garage project. Ultimately, the City has the capacity to complete the project and can provide additional information if deemed necessary by the Board.

### 9.2.1 Construction Cost Estimate

The architects construction cost estimate for the projects, based on conceptual level design is listed below. The costs given do not include land acquisition, legal, or design costs for the projects.

**Table 9-1: Total Construction Cost**

	<b>Cost / Building</b>
<b>Bayside Garage</b>	<b>\$12,100,000</b>
<b>Unfinished Commercial w/in Garage</b>	<b>\$1,200,000</b>
<b>Site work</b>	<b>\$1,500,000</b>
<b>TOTAL</b>	<b>\$14,800,000</b>



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## 10. TITLE, RIGHT, INTEREST

The following statement is made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(10).

The Downtown Portland Corporation (DPC) owns the property shown on Tax Map 25, Block B, Lot 3 (refer to Figure 10.1). The Quitclaim Deed that includes this parcel is attached to this application.

The City has entered into a purchase and sale agreement with Prolerized New England Company (NEMR) to acquire their property shown on Tax Map 25, Block B, Lot 2. A copy of the Purchase and Sale Agreement is attached to this application.

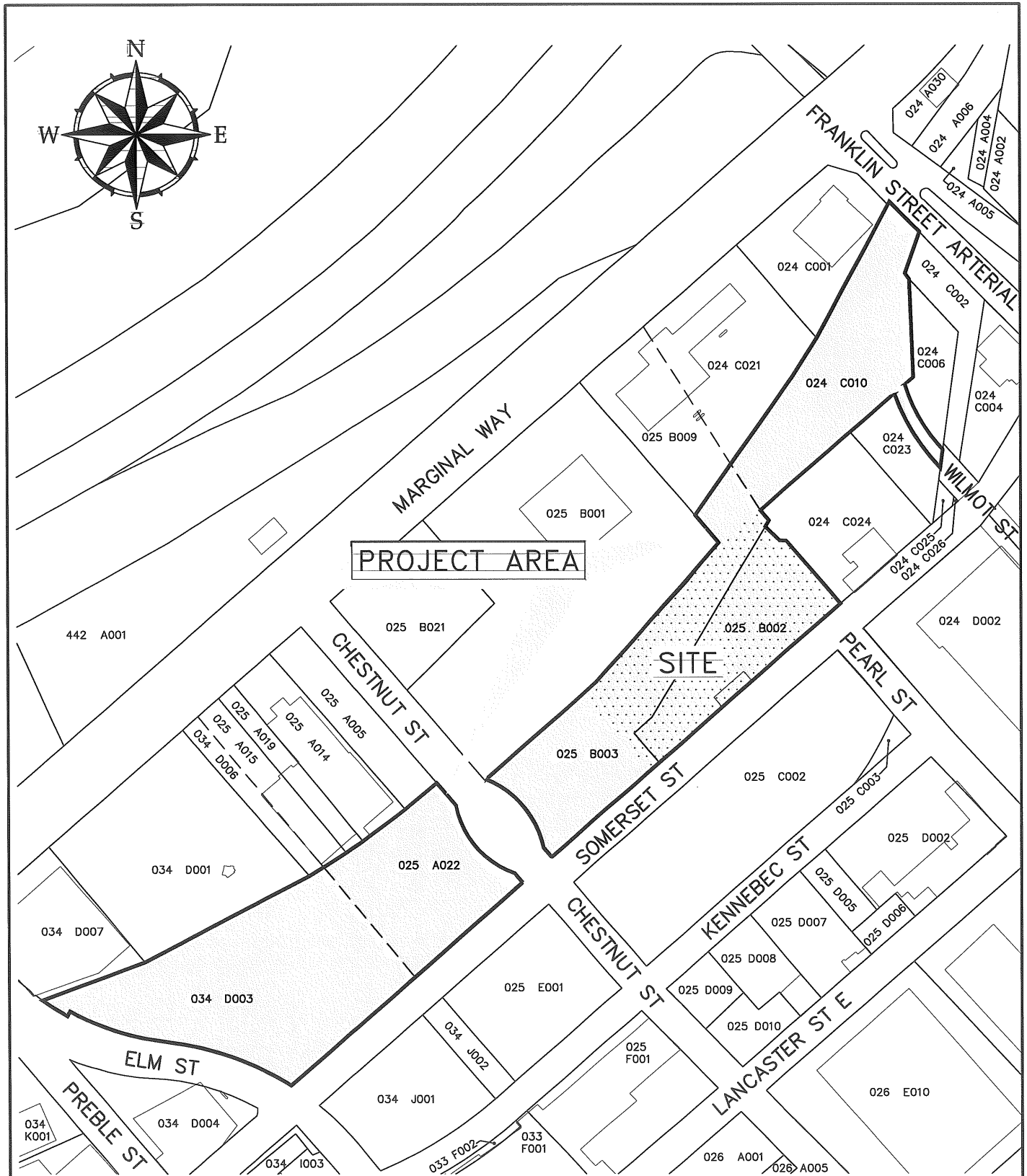
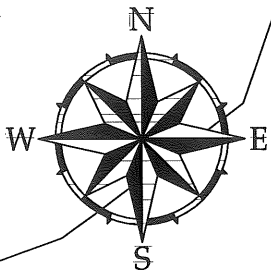
The legal documents conveying the DPC land to the City to enlarge the NEMR parcel will be forthcoming; refer to sheet C101 Plan of Land for additional information.

### 10.1 ATTACHMENTS

Figure 10.1 Property Tax Map

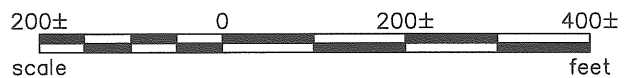
Quitclaim Deed, March 10, 2006

Agreement of Purchase and Sale between City of Portland and New England Metal Recycling, LLC, January 13, 2006



**NOTE:**

SOURCE: CITY OF PORTLAND – DEPARTMENT OF PUBLIC WORKS – 2003 PARCEL INFORMATION



**WOODARD & CURRAN**  
Engineering • Science • Operations

PORTLAND, MAINE

800-426-4262

**PROPERTY TAX MAP**

DESIGNED BY: DAW  
DRAWN BY: GA

CHECKED BY: BSS  
20355505-U010.1 & U001.3.dwg

CITY OF PORTLAND  
PORTLAND, MAINE

BAYSIDE GARAGE

JOB NO: 203905.01  
DATE: AUGUST 2006  
SCALE: 1" = 200'

Figure 10.1

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT, dated January 13, 2006 (the "**Effective Date**"), by and between **CITY OF PORTLAND**, a municipal corporation organized under the laws of Maine, with a mailing address of 389 Congress Street, Portland, ME 04101 ("**City**") and **NEW ENGLAND METAL RECYCLING, LLC.**, a Massachusetts limited liability company, with a mailing address of 25-39 Somerset St., Portland, ME 04101 ("**NEMR**");

### W I T N E S S E T H:

WHEREAS, City is the holder of an option agreement with John Lucas Tree Expert Co. and Arthur W. Batson, Jr. (together, the "**Current Owner**") dated September 10, 2004 attached hereto as Exhibit A (the "**Option Agreement**") for approximately 54 acre parcel of land situated at Riverside Street, in the City of Portland, County of Cumberland, State of Maine (the "**Option Premises**");

WHEREAS, City wishes to use approximately 40 acres of the Option Premises for use by its Department of Public Works (the "**Retained Parcel**") and wishes to sell to NEMR and NEMR wishes to purchase the remaining portion of the Option Premises (the "**Riverside Property**");

WHEREAS, NEMR controls an approximately .86 acre parcel of land with improvements thereon situated at 25-39 Somerset Street, in the City of Portland, County of Cumberland and State of Maine; and

WHEREAS, City wishes to purchase from NEMR, and NEMR wishes to sell to City the parcel of land situated at 25-39 Somerset Street.

NOW THEREFORE, in consideration of the covenants and provisions contained in this Agreement, and intending to be legally bound hereby, City and NEMR agree as follows:

1. (a) Bayside Property. At Closing, which will take place at such time as NEMR closes on its purchase of the Riverside Property from the City, or its assignee, NEMR shall sell to the City, and the City shall purchase from the NEMR, subject to the terms and conditions of this Agreement, an approximately .86 acre parcel of land situated at 25-39 Somerset Street, Portland, Maine and described in a deed dated August 6, 1941 and recorded in the Cumberland County Registry of Deeds in Book 1649, Page 110, and more particularly described in Exhibit B attached hereto and made a part hereof, and any and all buildings, improvements, easements, rights of way, licenses, interests, rights and appurtenances of any kind situate on or relating to said land (or any portion thereof) including, without limitation, any and all right, title and interest of NEMR in and to any air, zoning and development rights (said land and said other items being hereafter collectively referred to as the "**Bayside Property**"); together with all right, title and interest of NEMR in and to any land lying at or above the low water mark of any navigable stream and in the bed of any non-navigable stream



and in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining the Bayside Property, and all right, title and interest of NEMR in and to any unpaid award for the taking by eminent domain of the Bayside Property or for damage to the Bayside Property by reason of a change of grade of any highway, street, road or avenue.

(b) Riverside Property. At the Closing (as hereinafter defined), City or its assignee shall sell to NEMR, and NEMR shall purchase from City or its assignee, subject to the terms and conditions of an Agreement of Purchase and Sale of even or near date (the "Riverside Agreement"), a parcel of land located on Riverside Street in Portland, Maine, being the Option Premises less the Retained Parcel and containing approximately 13.2 acres, including approximately 8.7 developable acres pursuant to the terms of the Riverside Agreement.

(c) Section 1031 Exchange. In the event NEMR elects to qualify the transaction as part of a like-kind exchange, the City agrees to cooperate with NEMR to qualify the purchase and sale of the Riverside Property and Bayside Property as a like-kind exchange of property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. NEMR agrees to give City sufficient notice of any requirements necessary to qualify the transaction as a like-kind exchange, and to be responsible for costs associated with such qualification. NEMR shall indemnify and hold City harmless for any damages or liability arising out of City's cooperation pursuant to this section.

(d) Uniform Relocation Act. NEMR agrees to cooperate with the City with respect to City's obtaining funding under the Uniform Relocation Act for purchase of the Bayside Property. City agrees to give NEMR sufficient notice of any cooperation necessary to, and to be responsible for costs associated with such cooperation. City shall indemnify and hold NEMR harmless for any damages or liability arising out of NEMR's cooperation pursuant to this section.

2. Purchase Price. The purchase price ("Purchase Price") for the Bayside Property shall be **SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$645,000.00)**, payable as follows:

(a) Sixty-Four Thousand Five Hundred Dollars (\$64,500.00)(such amount, together with all accrued interest on such amount, being hereinafter called the "Deposit"), by check or wire transfer of funds to Lawyers Title Insurance Corporation (the "Escrow Holder"), to be held in escrow in a segregated, interest-bearing account and disbursed by the Escrow Holder in accordance with the terms of this Agreement. NEMR's taxpayer identification number is 52-2094511; City's taxpayer identification number is 01-6000032.

(b) Five Hundred Eighty Thousand Five Hundred Dollars (\$580,500.00), subject to apportionments and prorations, shall be paid at the Closing by bank check or wire transfer of funds.

3. Disbursement of Deposit.

(a) If Closing is completed under this Agreement, the Deposit shall be credited against the Purchase Price and paid to NEMR.

(b) If this Agreement is terminated or becomes null and void for any reason other than City's breach of his obligations hereunder, the Deposit shall be paid to City.

(c) If this Agreement is terminated by NEMR by reason of City's breach of its obligations hereunder, the Deposit shall be paid to NEMR as full liquidated damages.

4. Closing. The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place at the offices of Perkins, Thompson, Hinckley & Keddy, One Canal Plaza, Portland, Maine 04101 thirty (30) days from the date, including any applicable appeal periods, that NEMR has received all necessary permits and approvals for its intended use of the Riverside Property as a metal recycling facility. NEMR agrees to diligently pursue such permits and approvals, including but not limited to applying for local and state approvals within 90 days of the City closing on its purchase of the Option Property. City agrees to provide NEMR all information it has in its possession, as necessary as owner of the Riverside Property, in order to facilitate obtaining such permits and approvals. In the event NEMR, after commercially reasonable efforts, has not obtained all necessary approvals and permits for its intended use of the Riverside Property within two (2) years of the Effective Date, NEMR may terminate this Agreement, the Deposit shall be returned to City and the parties shall have no further obligations pursuant to this Agreement. The date of Closing is sometimes referred to in this Agreement as the "**Closing Date**".

5. Condition of Title.

(a) NEMR shall, at Closing, convey fee simple title to the Bayside Property by delivery of the Deed (as hereinafter defined). It is a condition of the Closing that title to the Bayside Property shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, encroachments, tenancies, title company objections, and other exceptions, other than customary utility easements which do not interfere with City's intended use of the Bayside Property; and title shall be insurable as such at ordinary rates a reputable title insurance company or companies selected by City (the "**Title Company**") pursuant to an ALTA Owner's Policy. From and after the date hereof, NEMR shall not take any actions that would impair the condition of title at Closing. City shall pay all fees, costs and title insurance premiums (including, without limitation, fees, costs and premiums for endorsements and affirmative coverage required by City) for the issuance of the Owner's Policy of Title Insurance.

(b) Commitment to Insure. City shall obtain from the Title Company a title commitment (the "**Commitment**") with respect to the Bayside Property, which certifies that fee simple title to the Property is vested in the NEMR, and which commits to insure title to the Bayside Property as required by subparagraph 5(a), and City shall deliver to NEMR a copy thereof. On or before the date that is Five (5) days after the Effective Date (the "Title Review

Period”), City shall notify NEMR of any objections to title as disclosed in the Commitment (any one of which is called herein an "Existing Defect of Title"). City shall be deemed to have waived any objection to any Existing Defect of Title unless City notifies NEMR of such Existing Defect of Title on or before the end of the Title Review Period. With respect to any defects in title that would make NEMR unable to give title to the Bayside Property as herein stipulated that is not reflected in the Commitment, but which arise prior to Closing (a "Subsequent Defect of Title”), City must notify NEMR of any such Subsequent Defect of Title on or prior to the Closing. If City gives NEMR timely written notice of any Existing Defect of Title or Subsequent Defect of Title (collectively, "Defects of Title”), such written notice to be referred to herein as a "Notice of Objection", then NEMR shall elect by giving City written notice (the "Response Notice") within Five (5) business days after the date it receives the Notice of Objection either to (i) attempt to cure such Defect of Title, in which event NEMR shall have thirty (30) days from the date of the Response Notice (the "Cure Period") to attempt to cure any such Defect of Title; or (ii) decline to attempt to cure such Defect of Title. If NEMR elects not to attempt to cure the Defect of Title, or if, having elected to attempt to cure a Defect of Title, NEMR is unable to do so within the Cure Period after the exercise of good faith efforts (which in no event shall be deemed to obligate NEMR to pay any sum of money, except as provided below), then City shall elect by giving NEMR written notice (the "Decision Notice") within Five (5) business days of the Response Notice or the expiration of the Cure Period, as the case may be, either to (A) accept title to the Bayside Property subject to the uncured Defect of Title, in which case such uncured Defect of Title shall be deemed to be a Permitted Exception; or (B) terminate this Agreement and have the earnest money deposit returned to it, in which event all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement

(c) Inability to Convey. If NEMR is unable to convey title to the Bayside Property in accordance with the terms of subparagraph 5(a), City, in its sole discretion, shall (as its sole rights and remedies), not later than five (5) business days prior to the scheduled Closing, by written notice given to NEMR: (i) extend the Closing Date for up to one hundred eighty (180) days to allow NEMR additional time to cure the any title defects; (ii) whether or not City has extended the Closing Date as provided in clause (i) of this subparagraph 5(c), take such title to the Bayside Property as NEMR can convey and/or waive the unfulfilled condition, with abatement of the Purchase Price to the extent of the amount of all monetary liens; or (iii) whether or not NEMR has extended the Closing Date as provided in clause (i) of this subparagraph 5(c), terminate this Agreement and have the Deposit returned to it. If City fails to make such election, City shall be deemed to have elected to terminate this Agreement pursuant to clause (iii) of this subparagraph 5(c). If City terminates this Agreement pursuant to clause (iii) of this subparagraph 5(c), there shall be no further liability or obligation on the part of NEMR or City, except for the return of the Deposit to City, and upon such return this Agreement shall become null and void.

6. Representations, Warranties and Covenants of NEMR. NEMR hereby represents, warrants and covenants to City that:

(a) There are no leases, tenancies, licenses or other rights of occupancy or use for the Bayside Property, and there are no Persons in possession of the Bayside Property. NEMR shall not grant to any Person any possessory interest in the Bayside Property or any right or option with regard to the use or occupancy of the Bayside Property, whether pursuant to lease or other agreement, written or oral.

(b) NEMR has not entered into (nor is NEMR bound by; nor does NEMR contemplate entering into; nor is NEMR aware of) any recorded or unrecorded, approved or unapproved, signed or unsigned letter, or any recorded or unrecorded, approved or unapproved, signed or unsigned, written or oral agreement, proffer, commitment or other arrangement, with any Person which imposes or might impose any prohibitions, conditions, requirements, limitations or other restrictions on the use, ownership, operation or development of the Bayside Property and/or require the current or any future owner of the Bayside Property to pay any money or furnish any service, asset or other thing of value.

(c) Neither the entering into of this Agreement, nor the consummation of the sale, has or will constitute a violation or breach of NEMR's corporate bylaws or of any of the terms of any contract or other instrument to which NEMR is a party or to which it is subject or by which any of its assets or properties may be affected or requires the consent, approval or permit of, or notice to, any Person.

(d) NEMR will not remove (and will not suffer the removal of) anything, including soil or timber, from the Bayside Property after the signing of this Agreement other than personal property.

(e) To the best of NEMR's knowledge with no independent investigation, there are no cemeteries or other burial plots (or archeological sites or artifacts) located on the Riverside Property.

(f) NEMR is not a "foreign person" as that term is used in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, and the related regulations.

(g) There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, either voluntary or involuntary, pending, or to the best of its knowledge, threatened against NEMR, and NEMR has no intention of filing or commencing any such action or proceeding.

(h) NEMR shall not enter into any agreement or arrangement to do any of the foregoing matters set forth in this Paragraph 6 with any Person (other than City) which affects or might have a material adverse effect upon the Bayside Property in any manner whatsoever.

(i) To the best of NEMR's knowledge and without independent investigation, there are no presently outstanding and uncured written notices of violations of

any law, ordinance, code rule, order, regulation or requirement with respect to the Bayside Property.

(j) To the best of NEMR's knowledge and without independent investigation, there is no action, suit or proceeding pending or threatened against or affecting NEMR with regard to the Bayside Property or relating to or arising out of the ownership, management, operation or condition of the Bayside Property, with the exception of any pending litigation with the City.

#### 7. General Conditions of City's Obligation.

(a) The obligation of City under this Agreement to purchase the Bayside Property from NEMR is subject to the satisfaction at the time of Closing of each of the following conditions (any one or more of which may be waived in whole or in part by City at or prior to Closing):

(1) All of the representations and warranties made by NEMR set forth in this Agreement shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made at and as of the Closing Date and for purposes of this paragraph 7 (a) (1), such representations and warranties shall be deemed to be made without any qualifications regarding NEMR's knowledge.

(2) No representation, statement or warranty made by NEMR set forth in this Agreement contains or will contain any untrue statement or omits or will omit a material fact necessary to make the statement of fact herein recited not misleading.

(3) NEMR shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by NEMR prior to or as of the Closing Date.

(4) No claim, action, suit, investigation, appeal or other proceeding shall be pending or threatened, other than by City, that may, in City's reasonable judgment, materially and significantly adversely affect the Bayside Property or the ownership, development, operation or use thereof.

(5) There shall not have been any developments (including, without limitation, any change in law) other than within the control of City that may, in City reasonable judgment, materially and significantly adversely affect City's ability to develop or sell the Bayside Property for its use thereof in accordance with the Zoning Ordinance of the City of Portland

(b) If any of the conditions set forth in this Paragraph 7 are not fully satisfied as of the Closing Date, then, unless NEMR is then in default of any of its representations, warranties or obligations hereunder, City, in its sole discretion, shall either: (i)

terminate this Agreement, by written notice given to NEMR, on or prior to the date Closing was to have occurred, and have the Deposit returned to it; or (ii) proceed with Closing as scheduled. If City fails to make such election, then City shall be deemed to have elected to terminate this Agreement pursuant to clause (i) of this subparagraph; provided, however, subject to subparagraph 19 (a) hereof, no such termination or Closing shall relieve NEMR from any of its liability hereunder for any breach of its representation, warranties or obligations. City shall also have the rights provided for in Paragraph 5 (c).

8. Contingencies; Release; Indemnity; Tolling.

(a) Environmental Contingency.

(i) Environmental Assessments. City shall have the right to conduct within sixty (60) days of the date of this Agreement (the "Environmental Due Diligence Period"), at its sole cost and expense, environmental assessments (the "Assessment") by engineers, surveyors and other agents (the "Consultants") that City has selected to conduct the Assessment. The Assessments will be conducted in a manner that does not interfere or disrupt NEMR business operations at the Bayside Property, and the parties shall cooperate in good faith to determine testing locations. City will repair any damage caused to the Bayside Property as a result of the Assessment and will indemnify, save harmless and defend NEMR from all damages that NEMR may pay, suffer or incur as a result of the acts or omissions of City, its employees, agents, contractors and/or the Consultants, in conducting the Assessment. City shall keep the Assessment, and the result of all tests, studies and investigations related to the Assessment, strictly confidential except as required by law. City shall not use the results of any testing for any purpose other than for its due diligence in connection to the transaction contemplated by this Agreement, including without limitation the results of any testing shall not be (a) used to prevent NEMR's business operations at Bayside, (b) considered in the issuance of any licenses, or (c) used in any way in connection with any condemnation proceedings. City acknowledges that (x) the Bayside Property and the surrounding area has a long history of industrial use, (y) surrounding and/or other properties in the Bayside area have been found to contain levels of certain analytes in excess of state and/or federal regulatory or remedial action guidelines, and (z) certain exceedances of state and/or federal regulatory or remediation action guidelines for particular analytes may be present on the Bayside property. If, prior to the expiration of the Environmental Due Diligence Period, City is not satisfied with the results of the Assessment because the median soil concentrations for lead, arsenic, PCB's and total poly aromatic hydrocarbons ("tPAH's") exceed the threshold concentration levels for those parameters as identified in Exhibit C, then City may terminate this Agreement. Otherwise, City may not use the results of the Assessment to terminate or renegotiate the terms of this Agreement.

(ii) Release. In the event City closes on the purchase of the Bayside Property pursuant to the terms of this Agreement, City acknowledges it is taking the

Bayside Property "as is" and further agrees to release NEMR and H. Finkelman, Inc. and their parent, subsidiary or affiliate entities from any and all liability, damages or claims, whenever and however caused or incurred, and which could be directly or indirectly incurred, sustained or suffered by or alleged or asserted against NEMR or H. Finkelman, Inc. or their parent, subsidiary or affiliate entities relating to, arising out of, resulting from or in any way connected with the condition of the Bayside Property, including without limitation offsite injuries, damage or liability resulting from the condition of the Bayside Property, irrespective of whether such claims arose prior to, on or after the Closing, including, without limitation, the following: (a) environmental liabilities of all nature and types; (b) any latent defects howsoever caused whether through or attributable to the negligence of City; (c) the failure of City and/or any other Person to comply with any laws (including, without limitation, any required remediation), common law, consents or directions connected therewith whether existing prior to, on or arising after the Closing Date; (d) the costs and expense to study, investigate, clean-up, remediate, control, remove, manage or undertake other action relating to the Real Estate or any other properties affected by any hazardous waste, substance or waste emanating, migrating or originating from or onto the Bayside Property; (e) compliance with any issued or threatened law or regulation; or (f) the abandonment or removal of existing personal property, fixtures, and other assets. City acknowledges and agrees that this Section and the covenants of City contained herein will not expire with or be terminated, merged or extinguished by the closing of the transaction of purchase and sale contemplated by this Agreement, and the provisions of this Section survive the closing of this transaction indefinitely.

(iii) Indemnity. In the event City closes on the purchase of the Bayside Property pursuant to the terms of this Agreement, City agrees to indemnify and hold NEMR and H. Finkelman, Inc. and their parent, subsidiary or affiliate entities harmless from any and all liability, damages or claims which are directly or indirectly incurred, sustained or suffered by or alleged or asserted against NEMR or H. Finkelman, Inc. or their parent, subsidiaries or affiliates relating to, arising out of, resulting from or in any way connected with the condition of the Bayside Property prior to, on or after the Closing, including but not limited to claims of third parties and governmental authorities, whenever and however caused or incurred, and offsite injuries, damage or liability resulting from the condition of the Bayside Property. City acknowledges and agrees that this Section and the covenants of City contained herein will not expire with or be terminated, merged or extinguished by the closing of the transaction of purchase and sale contemplated by this Agreement, and the provisions of this Section survive the closing of this transaction indefinitely. This indemnification shall not include or cover any personal injury claims made, or damages sought, by any person or entity, including but not limited to any agents, officials, employees, customers, or invitees of NEMR or H. Finkelman, Inc. or other entities for claims arising from their being on the Bayside Property in the ordinary course of business or as part of their employment, including but not limited to, any claims made or damages sought due to the negligent act, error or omission of NEMR or H. Finkelman, Inc., their officers or employees, and including but not limited to, claims made under the State's Workers Compensation

system by an employee or an insurance carrier. The City's obligations under this paragraph 8(a)(iii) shall not apply to any liability, damages or claims arising from any occurrence on the Bayside Property during the period of any continued occupancy or operations at the Bayside Property by NEMR after Closing, including with respect environmental conditions any demonstrable discharges or spills that first occur during any such period of continued occupancy by NEMR.

(b) Riverside Agreement. The parties obligations under this Agreement are contingent upon the parties complying with the terms and conditions of the Riverside Agreement, and a default under the Riverside Agreement shall be considered a default under this Agreement by the party defaulting under the Riverside Agreement, and the non-defaulting party shall have the option to terminate this Agreement and/or the Riverside Agreement pursuant to the terms of the respective Agreements. In addition, if either party exercises a contingency to terminate either the Riverside Agreement or this Agreement pursuant to the terms of the respective agreement, both parties shall have the right to also terminate this Agreement or the Riverside Agreement, as the case may be, by written notice within Ten (10) days of receipt of notice of such exercise of a contingency.

Upon termination of this Agreement pursuant to either paragraph (a)(i) or (b) above, NEMR shall return to City all sums paid under this Agreement, the parties shall be relieved of all further obligations under this Agreement, this Agreement shall be void, and neither party shall be in default under this Agreement.

(c) Tolling of Existing Agreement. The execution of this Agreement shall constitute an Amendment to the Agreement between NEMR and the City dated February 28, 2005, (the "Existing Agreement") which shall toll all timelines in the Existing Agreement, including without limitation, the time by which (i) NEMR must give notice to the City of its automatic six month extension period of its license to operate the Bayside Property and (ii) NEMR is required to both use good faith efforts to relocate and to submit documentation of its good faith efforts to relocate pursuant to Section 4(a) of the Existing Agreement, from December 1, 2005, until the date on which the parties close on the Bayside and Riverside Properties, or until this Agreement is terminated pursuant to the terms herein. Further, the City agrees that any testing results obtained by the City in the course of conducting its Assessment may be used by NEMR to fulfill any testing obligations it may have in the future for the Bayside Property under either the City's scrapyard ordinance or the Existing Agreement. All other terms of the Existing Agreement shall remain in effect.

(d) Agreement Regarding NEMR's Business Operation. The Parties shall enter into a written Agreement within Thirty (30) days of the Effective Date regarding NEMR's ability to continue its business operations, which Agreement shall address without limitation: (i) the ability NEMR to continue operation at the Bayside Property in its current manner until it is able to relocate to the Riverside Property, without having to conduct testing and without being in violation of Chapter 31 of the City's Code of Ordinances regarding Scrap Metal Recycling Facilities (the "Scrap Metal Ordinance"); (ii) relocation costs; (iii) necessary changes to the Scrap Metal Ordinance, and/or waivers, to make it possible for NEMR to



obtain necessary permits for operations at Riverside; and (iv) a lease, license or operating agreement allowing NEMR continued operation at the Bayside Property for the period from Closing until NEMR is able to begin its business operations at the Riverside Property.

9. Items to be Delivered at Closing. At Closing, NEMR shall deliver to City the following:

(a) Deed. A Quitclaim with Covenant Deed (“Deed”) for the Bayside Property, duly executed and acknowledged by H. Finkelman, Inc. and in proper form for recording.

(b) Title Company Affidavits, Etc. All affidavits, indemnities and other agreements generally required by the Title Company in a transaction of this nature.

(c) Certificate of NEMR. A certificate of NEMR, dated as of the Closing Date and in form reasonably satisfactory to City, confirming that the representations and warranties of NEMR set forth in this Agreement are true and correct at and as of the Closing Date, except for any changes beyond NEMR’s reasonable control.

(d) Conveyance of Awards. All proper instruments for the conveyance of the awards referred to in Paragraph 1.

(e) Physical Possession. Actual sole and exclusive physical possession of the Bayside Property.

(f) FIRPTA Affidavit. An affidavit in the form required by law.

(g) Maine Resident Affidavit. Such affidavits and certificates, in form and substance reasonably satisfactory to City to inform City of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A.

(h) Underground Oil Storage Tank Certification. A written notice, in form and substance reasonably satisfactory to City, which written notice shall certify to the best of NEMR’s knowledge pursuant to 38 M.R.S.A. § 563(6) either (i) that there is no underground oil storage facility located on the Bayside Property; or (ii) if there is such a facility on the Bayside Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

(i) Authority. Such documentation evidencing NEMR’s existence and the authority to enter into and complete the transaction as contemplated by this Agreement.

(j) Real Estate Transfer Tax Declaration. A Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed.

(k) Reports. An assignment of all reports regarding or pertaining to the Bayside Property, including without limitation any environmental reports.

(l) Stipulation of Dismissal. A Stipulation of Dismissal, executed by NEMR and the City, to dismiss with prejudice the civil action City of Portland v. New England Metal Recycling, LLC, Docket No. CUM-04-711, currently pending in the Maine Supreme Judicial Court.

(m) Other Documents. Any other documents expressly to be delivered by NEMR pursuant to any other provisions of this Agreement.

10. Taxes; Apportionments.

(a) Real Estate Taxes.

(i) Real Estate taxes (on the basis of the actual fiscal years for which such taxes are assessed) on the Bayside Property shall be apportioned *pro rata* between City and NEMR on a *per diem* basis as of the Closing Date. Any credit due to City pursuant to this subparagraph 12(a)(i) shall be applied as a credit against the Purchase Price; and any credit due to NEMR pursuant to this subparagraph 12(a)(i) shall be paid by City to NEMR at Closing.

(ii) If bills for real estate taxes on the Bayside Property have not been issued as of the Closing Date, and if the amount of real estate taxes for the current tax fiscal year is not then known, the apportionment of real estate taxes shall be made at Closing on the basis of the prior year's real estate taxes. If at Closing there is a reasonable likelihood that the real estate taxes for the Bayside Property for the then current tax fiscal year will be greater than those upon which the apportionment is made, NEMR shall deposit with the Title Company, at Closing, its portion of the anticipated increase in such real estate taxes.

(b) Transfer Tax, Recording Fees. NEMR and City shall each be responsible for its portion of transfer tax due, if any, pursuant to 36 M.R.S.A. § 4641. City shall pay the recording fee for the recording of the Deed.

11. Brokerage. City and NEMR represent and warrant to one another that neither has dealt with any broker or other intermediary in connection with this Agreement or the transactions contemplated hereby. NEMR shall defend and indemnify City and hold City harmless from and against the claims of any and all other brokers and other intermediaries claiming compensation in connection with the sale of the Property by reason of any dealings with NEMR. City shall defend and indemnify NEMR and hold NEMR harmless from and against the claims of any and all other brokers and other intermediaries claiming compensation in connection with the sale of the Bayside Property by reason of any dealings with City.

12. Assignability. City may not assign this Agreement or any of its rights and

obligations hereunder without NEMR's written, which consent shall not be unreasonably withheld; provided, however, upon any assignment City shall not be relieved of any of its duties or obligations under this Agreement, and shall remain directly liable to NEMR under this Agreement, including without limitation the indemnity provision of section 8(a)(iii) above.

13. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be sent either by prepaid certified mail, return receipt requested, or by overnight air courier service (such as Federal Express) billed to sender, or by first-class mail, postage prepaid, addressed as follows:

If intended for City:

City of Portland  
389 Congress Street  
Portland, ME 04101  
Attn: Joseph Gray, Manager

With a required copy to:

City of Portland, Office of Corporation Counsel  
389 Congress Street  
Portland, ME 04101  
Attn: Donna Katsiaticas

If intended for NEMR:

New England Metal Recycling, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a required copy to:

Hope Creal Jacobsen, Esq.  
Perkins, Thompson, Hinckley & Keddy  
One Canal Plaza, PO Box 426  
Portland, ME 04101-0426  
and  
Schnitzer Steel Industries  
3200 Yeon Avenue  
Portland OR 97296  
Attn: Corporate General Counsel

or at such other address of which City or NEMR shall have given notice as herein provided.

14. City's Default. If City fails to complete the Closing under this Agreement without proper cause, NEMR may terminate this Agreement by written notice to City. The termination of this Agreement and the payment to NEMR of the Deposit, shall be NEMR's sole and exclusive remedy for City's default under this Agreement.

15. Miscellaneous.

(a) All of the representations and warranties of City and NEMR contained in this Agreement, all covenants, agreements and indemnities made herein by City and NEMR, and all of City's and NEMR's obligations to be performed under the provisions hereof shall survive Closing and delivery of the Deed for the benefit of City and its successors, executors, administrators, legal representatives and assigns.

(b) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

(d) This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

(e) All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender unless the context requires otherwise.

(f) The words such as "herein," hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to the provision in which such words appear, unless the context requires otherwise.

(g) As used in this Agreement, the term "Person" shall include an individual, a partnership, limited liability company, corporation, joint venture, business trust, cooperative, association or other form of business organization, whether or not regarded as a legal entity under applicable law, a trust (*inter vivos* or testamentary), an estate of a deceased, insane or incompetent individual, a government or any governmental or quasi-governmental entity (including, without limitation, departments, agencies and authorities), or any other entity, unless the context requires otherwise.

(h) References in this Agreement to the Bayside Property shall include any portion of the Bayside Property and/or any interest in the Bayside Property or any portion of the Property, unless the context requires otherwise.

(i) References to this Agreement (or herein and the like) shall be deemed to include all exhibits, schedules and other attachments, unless the context requires otherwise.

(j) Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

(k) The Escrow Holder is authorized and agrees, by acceptance thereof, to hold the Deposit in escrow and to disburse it in accordance with the terms and conditions of this Agreement. If in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Holder may, in its sole discretion, continue to hold the Deposit until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all monies then held pursuant to this Agreement with the court of proper jurisdiction, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Holder shall terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between NEMR and City wherein the Escrow Holder is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow Holder interpleads the subject matter of this escrow, the Escrow Holder shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. The Escrow Holder shall not be liable to any Person whomsoever for misdelivery to NEMR or City of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Holder.

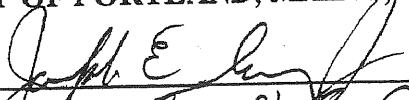
(l) This Agreement may not be changed orally. No consent or waiver, express or implied, by any party hereto to or of a breach of any representation, covenant, or warranty of the other party(ies) shall be construed as a consent or a waiver to or of any other or subsequent breach of the same or any other representation, covenant or warranty of such other party(ies).

(m) This Agreement contains the entire agreement of the parties with respect to the subject matter that it covers, and supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties which are fully merged herein.

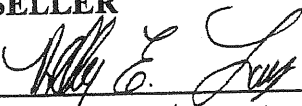
(n) This Agreement shall be governed by and construed under the laws of the State of Maine, other than its choice-of-law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the date that first appears above.

**CITY OF PORTLAND, MAINE, BUYER**

By:   
Printed Name: Joseph E. Grant, Jr  
Title: CITY MANAGER

**NEW ENGLAND METAL RECYCLING, LLC, SELLER**

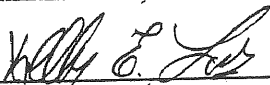
By:   
Printed Name: Kelly E. LAMB  
Title: V.P.

**ESCROW HOLDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

H. Finkelman, Inc., as record owner of the Bayside Property, joins in this Agreement for the sole purposes of the representation, warranties and covenants contained in Paragraph 6, and agreeing to execute and deliver a deed to the Bayside Property pursuant to the terms of this Agreement.

**H. FINKELMAN, INC.**

By:   
Name: Kelly E. LAMB  
Title: V.P.

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, a body politic and corporate in the County of Cumberland, State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration paid by the Downtown Portland Corporation, a non-profit organization of 389 Congress Street, Portland, County of Cumberland, State of Maine, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quitclaim to the said Downtown Portland Corporation, their heirs, successors and assigns, a certain lot or parcel of land described in Schedule A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said City of Portland has hereunto caused this instrument to be signed by Duane G. Kline, its duly authorized Director of Finance, this 10<sup>th</sup> day of March, 2006.

CITY OF PORTLAND

Gary C. Wood  
Witness

By: Duane G. Kline  
Duane G. Kline  
Director of Finance

STATE OF MAINE  
CUMBERLAND, ss.

March 10, 2006

Personally appeared the above-named Duane G. Kline in his capacity as the Director of Finance of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Portland.

Before me,

Gary C. Wood  
Notary Public/Attorney at Law

GARY C. WOOD  
Printed Name

## Schedule A

Lot 1 (Somerset Street)

A certain lot or parcel of land situated northwesterly of and adjacent to, a portion of Somerset Street, and northerly of Elm Street, in the City of Portland, County of Cumberland and State of Maine, as shown on an OEST Associates, Inc. Plan for City of Portland, Revision C, dated August 28, 2002, Rail Yard Area, Somerset Street, Portland, Maine, Project No. 707.08.01, Drawing No. C-100, said plan will be on file at the City of Portland Public Works Department Engineering Archives, also on file at the Maine Department of Transportation, Augusta, Maine, File No. 3-485, bounded and described as follows:

Beginning at a No. 5 rebar set at the most northerly corner of the intersection of Elm and Somerset Streets;

Thence northwesterly along the northerly sideline of Elm Street by a curve to the left, with a chord bearing of N 69° 34' 24" W and a chord distance of 179.84 feet, having a radius of 438.26 feet, an arc length of 181.13 feet to a point;

Thence N 81° 24' 48" W, continuing along the northerly sideline of said Elm Street, 37.22 feet to a point of curvature;

Thence northwesterly, continuing along the northerly sideline of said Elm Street, by a curve to the right with a chord bearing of N 71° 10' 57" W and a chord distance of 135.00 feet, having a radius of 380.26 feet, an arc length of 135.72 feet to a point;

Thence S 29° 02' 11" W, continuing along said northerly sideline of said Elm Street, 8.00 feet to a point;

Thence northwesterly, continuing along the northerly sideline of said Elm Street, by a curve to the right, with a chord bearing of N 57° 42' 04" W and a chord distance of 44.43 feet, having a radius of 388.26 feet, an arc length of 44.46 feet to a No. 5 rebar set in the southerly line of land now or formerly of Southern Maine Properties Company;

Thence N 69° 26' 06" E, along the southerly line of land of said Southern Maine Properties Company, 165.34 feet to a point;

Thence N 62° 32' 28" E, continuing along the southerly line of land of said Southern Maine Properties Company, 279.85 feet to the southwesterly corner of land now or formerly of Back Cove Co.;

Thence N 57° 56' 06" E, along the southeasterly line of said Back Cove Co., 70.85 feet to a point;



Thence N 55° 06' 01" E, continuing along the southeasterly line of land of said Back Cove Co., 30.17 feet to a point;

Thence N 53° 08' 00" E, continuing along the southeasterly line of land of said Back Cove Co., 75.19 feet to the southwesterly corner of land now or formerly of Five Liver Company;

Thence N 50° 13' 22" E, along the southeasterly line of land of said Five Liver Company and land now or formerly of 161 Marginal Way LLC, 93.19 feet to a point in the southeasterly line of land of said 161 Marginal Way LLC;

Thence N 46° 01' 03" E continuing along the southwesterly line of land of said 161 Marginal Way LLC, 20.00 feet to a point;

Thence N 45° 37' 03" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC, 415.00 feet to a point;

Thence N 40° 47' 03" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC, 20.21 feet to a point;

Thence N 38° 18' 53" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC 76.44 feet to an iron pipe found at the northeasterly corner of land of said 161 Marginal Way LLC;

Thence N 41° 02' 28" W, along the northeasterly line of land of said 161 Marginal Way LLC, 4.17 feet to the southwesterly corner of land now or formerly of Earl W. Noyes & Sons;

Thence N 35° 30' 47" E, along the southeasterly line of land of said Noyes, 254.96 feet to an iron pipe found;

Thence N 32° 38' 01" E, continuing along the southeasterly line of land of said Noyes, 61.80 feet to a point;

Thence N 28° 16' 27" E, continuing along the southeasterly line of land of said Noyes, 8.71 feet to an iron pipe found at the southwesterly corner of land now or formerly of Marginal Way Properties, Inc.;

Thence N 28° 04' 50" E, along the southeasterly line of land of said Marginal Way Properties, Inc., 36.27 feet to a point;

Thence N 28° 07' 25" E, continuing along the southeasterly line of land of said Marginal Way Properties, Inc., 196.12 feet to a point on the southwesterly sideline of Franklin Arterial;

Thence S 44° 34' 20" E, along the southwesterly sideline of said Franklin Arterial, 63.59 feet to the northeasterly corner of land now or formerly of The Carbo Company;

- Thence S 18° 22' 16" W, along the northwesterly line of land of said The Carbo Company, 1.66 feet to an iron pipe found;
- Thence S 18° 22' 16" W, continuing along the northwesterly line of land of said The Carbo Company, 66.38 feet to an iron pipe found at the northwesterly corner of land of said The Carbo Company;
- Thence S 41° 47' 12" E, along the southwesterly line of said The Carbo Company, 9.33 feet to an iron pipe found at the northwesterly corner of land now or formerly of Annie R. Wood et al;
- Thence S 02° 07' 35" E, along the westerly line of said Wood et al, 147.95 feet to a point;
- Thence S 49° 00' 22" W, continuing along the line of land of said Wood et al, and across the northwesterly end of Wilmot Street, 49.60 feet to a point;
- Thence S 40° 47' 24" E, continuing along the northerly end of Wilmot Street, 9.07 feet to a point;
- Thence S 49° 12' 36" W, continuing along the northwesterly end of Wilmot Street, 21.00 feet to a point on the northeasterly line of other land now or formerly of said Wood, et al.;
- Thence N 40° 47' 24" W, along the northeasterly line of land of said Wood et al, 9.00 feet to a No. 5 rebar set at the northwesterly corner of land of said Wood et al;
- Thence S 49° 00' 22" W, along the northwesterly line of land of said Wood et al and the northwesterly line of land now or formerly of E. Perry Iron and Metal Co., 234.96 feet to a No. 5 rebar set at the southwesterly corner of land of said E. Perry Iron and Metal Co.;
- Thence S 40° 59' 38" E, along the southwesterly line of land of said E. Perry Iron and Metal Co., 20.00 feet to a point at the northwesterly corner of land now or formerly of H. Finkelman Inc.;
- Thence S 31° 04' 42" W, along the northwesterly line of land of said H. Finkelman Inc., 345.66 feet to a point;
- Thence S 49° 00' 22" W, continuing along the northwesterly line of land of said H. Finkleman Inc., 36.63 feet to a point at the southwesterly corner of land of said H. Finkleman Inc.;
- Thence S 40° 59' 38" E, along the southwesterly line of land of said H. Finkelman Inc., 58.60 feet to a point on the northwesterly sideline of Somerset Street and the southeasterly corner of land of said H. Finkelman Inc.;
- Thence S 49° 00' 22" W, along the northwesterly sideline of Somerset Street, 740.31 feet to the point of beginning.

Meaning and intending to convey the premises obtained by this Grantor by deed of the State of Maine dated March 12, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19057, Page 107.

**EXCEPTING** from the above described premises such portion thereof as was conveyed by the City of Portland to 161 Marginal Way LLC by deed dated November 17, 2004 and recorded in the Cumberland County Registry of Deeds in Book 22252, Page 277.

**Lot 2 (Bookend Parcels):**

Three certain lots of parcels of land totaling approximately 2.66 acres situated in the City of Portland, County of Cumberland and State of Maine, being those portions of the former "Union Branch" rail corridor located as follows:

1. Between the northeast right of way boundary of Forest Avenue and extending northeasterly to the north right of way boundary of Elm Street and the southwest boundary of land described in a Governor's Deed from the State of Maine to City of Portland dated March 12, 2003, recorded in the Cumberland County Registry of Deeds, Book 19057, Page 107 (the "First Governor's Deed");
2. Between the southwest right of way boundary of the Franklin Arterial and the northeast boundary of land described in the First Governor's Deed, and extending northerly to the south right of way boundary of Boyd Street; and
3. Between the north right of way boundary of Diamond Street and extending northerly to Tukey's Bridge.

Meaning and intending to convey all of the City's right, title and interest in and to the Union Branch rail corridor, so-called, wheresoever located on the face of the earth, that is situated northerly of the northeast right of way boundary of Forest Avenue in the City of Portland, said rail corridor being a portion of the premises described in a deed from the State of Maine to the City of Portland dated September 26, 2005 and recorded in the Cumberland County Registry of Deeds, Book 23202, Page 38.

Reserving from the conveyance of said lots the rights and easements granted to the City of Portland by deeds dated September 18, 1962 and recorded in the Cumberland County Registry of Deeds, Book 2706, Page 292, and dated October 16, 1964 and recorded in the Cumberland County Registry of Deeds, Book 2864, Page 293.

O:\OFFICE\DONNA\DPC\DPC QC Deed and Description 12.22.05.doc

Received  
Recorded Register of Deeds  
Mar 15, 2006 12:55:16P  
Cumberland County  
John E O'Brien

**GOVERNOR'S DEED**

**KNOW ALL BY THESE PRESENTS** that the STATE OF MAINE (the "Grantor"), acting by and through its Governor, on recommendation of the Commissioner of the Department of Transportation, under and pursuant to the provisions of 23 M.R.S.A., Section 61, for consideration, the sufficiency of which is hereby acknowledged, **RELEASES** to THE CITY OF PORTLAND (the "Grantee"), a body corporate and politic, its successors and assigns forever, whose mailing address is 389 Congress Street, Portland, Maine 04101-3503, all its right, title and interest in and to those certain lots or parcels of land in the City of Portland, County of Cumberland, and State of Maine, as described on Exhibit A, attached hereto and made a part hereof.

Also releasing to the Grantee, the City of Portland, all of Grantor's rights and interest in and to a permanent easement over a strip of land twenty-six (26) feet in width being located on or near the existing main line railroad track that runs the entire length of the premises described in a Governor's Deed from Grantor to Grantee dated March 12, 2003, recorded in the Cumberland County Registry of Deeds, Book 19057, Page 107 between Elm Street and Franklin Arterial (the "Easement Area"). Said main line railroad track is shown on a plan entitled "Right of Way and Track Map Portland Terminal Operated by the Portland Terminal Company" dated June 30, 1916, Map V1C/2, on file at the Maine Department of Transportation, Augusta, Maine.

**BY ACCEPTANCE OF THIS DEED**, the Grantee, the City of Portland, shall restrict the use of the within-conveyed Premises (the "Premises"), or any portion thereof, to the following: commercial business uses, rail/industrial uses and/or passive recreational uses. Such uses shall not require the withdrawal of groundwater for drinking water or other uses. By this restriction the Grantee covenants and agrees for itself, its successors and assigns, not to allow the Premises, or any portion thereof, to be used for any residential or active recreational use with the exception of paved recreational trails. Residential use includes, but is not limited to, single family dwellings, apartment houses, condominiums, hotels, motels, inns, boarding houses, multi-family dwellings and/or any use that involves a structure to be used primarily for human habitation for any extended period of time. Active Recreational use includes, but is not limited to, athletic fields, sports facilities, parks and/or any use which subjects the Premises to use by the general public for active recreational activities, except as provided herein. In addition, by this restriction the Grantee covenants and agrees for itself, its successors and assigns, not to allow the Premises or any portion thereof to be used as a site for a hospital, nursing home, rehabilitation facility, daycare facility for persons of any age or educational facility (public or private).

In the event of any violation of the above restrictions, the Grantor, said State of Maine, its successors and assigns, and Portland Terminal Company shall have the right to enforce the same and shall have available all remedies at law and in equity.

The provisions of the preceding two paragraphs are a covenant running with the Premises and shall be expressly included in any deed, lease or other instrument conveying or creating any

23202/38

interest in all or part of the Premises and shall be binding upon the Grantee's successors and assigns therein. Notwithstanding the foregoing, the provisions of the previous two paragraphs may be extinguished by the express written consent of the Grantor, said State of Maine, and Portland Terminal Company, which consent shall not be unreasonably withheld.

→ **SUBJECT** to the exceptions, reservations, conditions, covenants and agreements contained in the release deed from Portland Terminal Company to the Grantor dated September 4, 2001, recorded in the Cumberland County Registry of Deeds, Book 16707, Page 206.

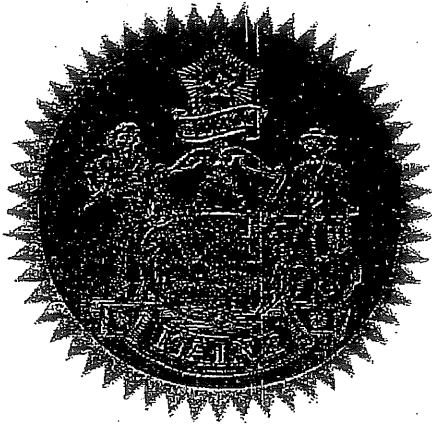
→ **SUBJECT TO** all utility easements and installations located on the above described premises, including those shown on the herein referred to Right of Way Map, and to those rights which any utility enjoys over the subject premises for maintenance, location or relocation of poles and other installations.

**THE STATE** makes no representations or warranties with respect to the premises herein conveyed. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the premises or any portion thereof for any particular purposes; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; status of title to or rights within that area lying between the high and low water marks; or the existence, status, or condition of access to, or public utilities serving the premises. Any subsequent use of, improvement to, or construction on the parcel is subject to all applicable laws, regulations, ordinances, and permitting requirements.

IN WITNESS WHEREOF, I, John E. Baldacci, Governor of the State of Maine, have caused the name and great seal of the State of Maine to be hereto affixed this 26<sup>th</sup> day of Sept. in the year two thousand five.

STATE OF MAINE

By: John E. Baldacci, Governor  
John E. Baldacci



Affixed by: [Signature]  
Secretary of State

STATE OF MAINE  
COUNTY OF KENNEBEC

September 26, 2005

Personally appeared the above-named John E. Baldacci, Governor of the State of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.


Before me [Signature]  
Notary Public/Attorney at Law  
THOMAS B. FEDERLE  
Print Name NOTARY PUBLIC  
AS ATTORNEY AT LAW  
My commission expires SEP 13 2008  
MY COMMISSION DOES NOT EXPIRE

SEAL

GRANTEE'S ACCEPTANCE

The City of Portland hereby accepts the above-described Premises subject to the terms and conditions contained therein.

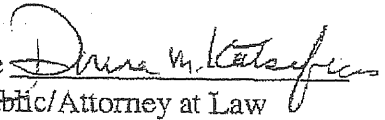
CITY OF PORTLAND

  
By: Joseph E. Gray, Jr.  
Its City Manager, Duly Authorized

STATE OF MAINE  
COUNTY OF CUMBERLAND

September 28, 2005

Personally appeared the above-named Joseph E. Gray, Jr., City Manager of the City of Portland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Portland.

Before me   
~~Notary Public~~/Attorney at Law

Print Name: Donna M. KATSAFAS

My commission expires: \_\_\_\_\_

**EXHIBIT A**

Three certain lots or parcel of land totaling approximately 2.66 acres situated in the City of Portland, County of Cumberland and State of Maine, being those portions of the former "Union Branch" rail corridor located as follows:

1. Between the northeast right of way boundary of Forest Avenue and extending northeasterly to the north right of way boundary of Elm Street and the southwest boundary of land described in a Governor's Deed from the State of Maine to the City of Portland dated March 12, 2003, recorded in the Cumberland County Registry of Deeds, Book 19057, Page 107 (the "First Governor's Deed");
2. Between the southwest right of way boundary of the Franklin Arterial and the northeast boundary of land described in the First Governor's Deed, and extending northerly to the south right of way boundary of Boyd Street; and
3. Between the north right of way boundary of Diamond Street and extending northerly to Tukey's Bridge.

Meaning and intending to convey all of the State of Maine's right, title and interest in and to the Union Branch rail corridor, so-called, wheresoever located on the face of the earth, that is situated northerly of the northeast right of way boundary of Forest Avenue in the City of Portland, said rail corridor being a portion of the premises described in a deed from the Portland Terminal Company to the State of Maine dated September 4, 2001, recorded in the Cumberland County Registry of Deeds, Book 16707, Page 206.

H/Legal Shared/AHughes/Union Branch/UB Freight Yard/Exhibit A 8-31-05

Received  
Recorded Register of Deeds  
Sep 29, 2005 09:53:27A  
Cumberland County  
John B. O'Brien



## GOVERNOR'S DEED

KNOW ALL BY THESE PRESENTS that the STATE OF MAINE (the "Grantor"), acting by and through its Governor, on recommendation of the Commissioner of the Department of Transportation, under and pursuant to the provisions of 23 M.R.S.A., Section 61, for consideration, the sufficiency of which is hereby acknowledged, **RELEASES** to THE CITY OF PORTLAND (the "Grantee"), a body corporate and politic, its successors and assigns forever, whose mailing address is 389 Congress Street, Portland, Maine 04101-3503, all its right, title and interest in and to a certain lot or parcel of land situated northwesterly of, and adjacent to, a portion of Somerset Street, and northerly of Elm Street, in the City of Portland, County of Cumberland, and State of Maine, as shown on an OEST Associates, Inc. Plan for City of Portland, Revision C, dated 8-28-02, Rail Yard Area, Somerset Street, Portland, Maine, Project No. 707.08.01, Drawing No. C-100, said plan will be on file at the City of Portland Public Works Department Engineering Archives, also on file at the Maine Department of Transportation, Augusta, Maine, File No. 3-485, bounded and described as follows:

Beginning at a No. 5 rebar set at the most northerly corner of the intersection of Elm and Somerset Streets;

Thence northwesterly along the northerly sideline of Elm Street by a curve to the left, with a chord bearing of N 69°-34'-24" W and a chord distance of 179.84 feet, having a radius of 438.26 feet, an arc length of 181.13 feet to a point;

Thence N 81°-24'-48" W, continuing along the northerly sideline of said Elm Street, 37.22 feet to a point of curvature;

Thence northwesterly, continuing along the northerly sideline of said Elm Street, by a curve to the right, with a chord bearing of N 71°-10'-57" W and a chord distance of 135.00 feet, having a radius of 380.26 feet, an arc length of 135.72 feet to a point;

Thence S 29°-02'-11" W, continuing along said northerly sideline of said Elm Street, 8.00 feet to a point;

Thence northwesterly, continuing along the northerly sideline of said Elm Street, by a curve to the right, with a chord bearing of N 57°-42'-04" W and a chord distance of 44.43 feet, having a radius of 388.26 feet, an arc length of 44.46 feet to a No. 5 rebar set in the southerly line of land now or formerly of Southern Maine Properties Company;

Thence N 69°-26'-06" E, along the southerly line of land of said Southern Maine Properties Company, 165.34 feet to a point;

Thence N 62°-32'-28" E, continuing along the southerly line of land of said Southern Maine Properties Company, 279.85 feet to the southwest corner of land now or formerly of Back Cove Co.;

Thence N 57°-56'-06" E, along the southeasterly line of said Back Cove Co., 70.85 feet to a point;

Thence N 55°-06'-01" E, continuing along the southeasterly line of land of said Back Cove Co., 30.17 feet to a point;

Thence N 53°-08'-00" E, continuing along the southeasterly line of land of said Back Cove Co., 75.19 feet to the southwesterly corner of land now or formerly of Five Liver Company;

Thence N 50°-13'-22" E, along the southeasterly line of land of said Five Liver Company and land now or formerly of 161 Marginal Way LLC, 93.19 feet to a point in the southeasterly line of land of said 161 Marginal Way LLC;

Thence N 46°-01'-03" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC, 20.00 feet to a point;

Thence N 45°-37'-03" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC, 415.00 feet to a point;

Thence N 40°-47'-03" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC, 20.21 feet to a point;

Thence N 38°-18'-53" E, continuing along the southeasterly line of land of said 161 Marginal Way LLC, 76.44 feet to an iron pipe found at the northeasterly corner of land of said 161 Marginal Way LLC;

Thence N 41°-02'-28" W, along the northeasterly line of land of said 161 Marginal Way LLC, 4.17 feet to the southwesterly corner of land now or formerly of Earl W. Noyes & Sons;

Thence N 35°-30'-47" E, along the southeasterly line of land of said Noyes, 254.96 feet to an iron pipe found;

Thence N 32°-38'-01" E, continuing along the southeasterly line of land of said Noyes, 61.80 feet to a point;

Thence N 28°-16'-27" E, continuing along the southeasterly line of land of said Noyes, 8.71 feet to an iron pipe found at the southwesterly corner of land now or formerly of Marginal Way Properties, Inc.;

Thence N 28°-04'-50" E, along the southeasterly line of land of said Marginal Way Properties, Inc., 36.27 feet to a point;

Thence N 28°-07'-25" E, continuing along the southeasterly line of land of said Marginal Way Properties, Inc., 196.12 feet to a point on the southwesterly sideline of Franklin Arterial;

Thence S 44°-34'-20" E, along the southwesterly sideline of said Franklin Arterial, 63.59 feet to the northeasterly corner of land now or formerly of The Carbo Company;

Thence S 18°-22'-16" W, along the northwesterly line of land of said The Carbo Company, 1.66 feet to an iron pipe found;

Thence S 18°-22'-16" W, continuing along the northwesterly line of land of said The Carbo Company, 66.38 feet to an iron pipe found at the northwesterly corner of land of said The Carbo Company;

Thence S 41°-47'-12" E, along the southwesterly line of said The Carbo Company, 9.33 feet to an iron pipe found at the northwesterly corner of land now or formerly of Annie R. Wood et. al.;

Thence S 02°-07'-35" E, along the westerly line of said Wood et. al., 147.95 feet to a point;

Thence S 49°-00'-22" W, continuing along the line of land of said Wood et. al., and across the northwesterly end of Wilmot Street, 49.60 feet to a point;

Thence S 40°-47'-24" E, continuing along the northerly end of Wilmot Street, 9.07 feet to a point;

Thence S 49°-12'-36" W, continuing along the northwesterly end of Wilmot Street, 21.00 feet to a point on the northeasterly line of other land now or formerly of said Wood et. al.;

Thence N 40°-47'-24" W, along the northeasterly line of land of said Wood et. al., 9.00 feet to a No. 5 rebar set at the northwesterly corner of land of said Wood et. al.;

Thence S 49°-00'-22" W, along the northwesterly line of land of said Wood et. al. and the northwesterly line of land now or formerly of E. Perry Iron and Metal Co., 234.96 feet to a No. 5 rebar set at the southwesterly corner of land of said E. Perry Iron and Metal Co.;

Thence S 40°-59'-38" E, along the southwesterly line of land of said E. Perry Iron and Metal Co., 20.00 feet to a point at the northwesterly corner of land now or formerly of H. Finkelman Inc.;

Thence S 31°-04'-42" W, along the northwesterly line of land of said H. Finkelman Inc., 345.66 feet to a point;

Thence S 49°-00'-22" W, continuing along the northwesterly line of land of said H. Finkelman Inc., 36.63 feet to a point at the southwesterly corner of land of said H. Finkelman Inc.;

Thence S 40°-59'-38" E, along the southwesterly line of land of said H. Finkelman Inc., 58.60 feet to a point on the northwesterly sideline of Somerset Street and the southeasterly corner of land of said H. Finkelman Inc.;

Thence S 49°-00'-22" W, along the northwesterly sideline of Somerset Street, 740.31 feet to the point of beginning.

The above described parcel contains 284,676 square feet, or 6.54 acres, more or less.

Being a portion of a parcel as conveyed to the Grantor herein by release deed from Portland Terminal Company dated September 4, 2001, recorded in the Cumberland County Registry of Deeds in Book 16707, Page 206.

Also conveying whatever rights the Grantor may have in a strip of land located in a portion of Wilmot Street, as described in easement with reversion rights from Lucile Johnson to Portland Terminal Company dated Feb. 6, 1970 and recorded in Book 3117, Page 780, and also easement with reversion rights from Fred Johnston, Inc., to Portland Terminal Company, dated Feb. 6, 1970, in Book 3117, Page 783, and shown on Right of Way and Track Map-Portland Terminal Co., dated June 30, 1916, as parcels 108, and 109.

Bearings are based on Maine State Grid Coordinate System, West Zone, (NAD 83).

**RESERVING TO THE GRANTOR**, the State of Maine, its successors and assigns, a permanent easement over a strip of land twenty-six (26) feet in width being centered on the existing main line railroad track that runs the entire length of the above described parcel between Elm Street and Franklin Arterial (the "Easement Area"). Said main line railroad track is shown on a plan entitled "Right of Way and Track Map Portland Terminal Operated by the Portland Terminal Company" dated June 30, 1916, Map V1C/2, on file at the Maine Department of Transportation, Augusta, Maine. Grantor reserves said easement for the purpose of construction, installation, maintenance and repair of trackage, track appurtenances and switches, and any other use incident to the operation of a passenger rail line within the Easement Area, including, but not limited to, the installation of utilities. Said easement shall run with the land and burden the above-conveyed premises.

**BY ACCEPTANCE OF THIS DEED**, the Grantee, the City of Portland, shall restrict the use of the within-conveyed Premises (the "Premises"), or any portion thereof, to the following: commercial business uses, rail/industrial uses and/or passive recreational uses. Such uses shall not require the withdrawal of groundwater for drinking water or other uses. By this restriction the Grantee covenants and agrees for itself, its successors and assigns, not to allow the Premises, or any portion thereof, to be used for any residential or active recreational use with the exception of paved recreational trails. Residential use includes, but is not limited to, single family dwellings, apartment houses, condominiums, hotels, motels, inns, boarding houses, multi-family dwellings and/or any use that involves a structure to be used primarily for human habitation for

any extended period of time. Active Recreational use includes, but is not limited to, athletic fields, sports facilities, parks and/or any use which subjects the Premises to use by the general public for active recreational activities, except as provided herein. In addition, by this restriction the Grantee covenants and agrees for itself, its successors and assigns, not to allow the Premises or any portion thereof to be used as a site for a hospital, nursing home, rehabilitation facility, daycare facility for persons of any age or educational facility (public or private).

In the event of any violation of the above restrictions, the Grantor, its successors and assigns, shall have the right to enforce the same and shall have available all remedies at law and in equity.

The provisions of the preceding two paragraphs are a covenant running with the Premises and shall be expressly included in any deed, lease or other instrument conveying or creating any interest in all or part of the Premises and shall be binding upon the Grantee's successors and assigns therein. Notwithstanding the foregoing, the provisions of the previous two paragraphs may be extinguished by the express written consent of the Grantor which consent shall not be unreasonably withheld.

**SUBJECT** to the exceptions, reservations, conditions, covenants and agreements contained in the release deed from Portland Terminal Company to the Grantor dated September 4, 2001, recorded in the Cumberland County Registry of Deeds, Book 16707, Page 206.

**SUBJECT TO** all utility easements and installations located on the above described premises, including those shown on the herein referred to Right of Way Map, and to those rights which any utility enjoys over the subject premises for maintenance, location or relocation of poles and other installations.

**THE STATE** makes no representations or warranties with respect to the premises herein conveyed. The representations and warranties so excluded encompass, but are not limited to, those pertaining to: land use and environmental matters; fitness of the premises or any portion thereof for any particular purposes; water quality or quantity; the condition or quality of the soil; inchoate or unrecorded liens; status of title to or rights within that area lying between the high and low water marks; or the existence, status, or condition of access to, or public utilities serving the premises. Any subsequent use of, improvement to, or construction on the parcel is subject to all applicable laws, regulations, ordinances, and permitting requirements.

IN WITNESS WHEREOF, I, John E. Baldacci, Governor of the State of Maine, have caused the name and great seal of the State of Maine to be hereto affixed this 12<sup>th</sup> day of March in the year two thousand three.

STATE OF MAINE

By: *John E. Baldacci*, Governor  
John E. Baldacci



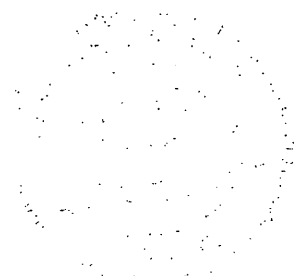
Affixed by: *J. G. [Signature]*  
Secretary of State

STATE OF MAINE  
COUNTY OF KENNEBEC

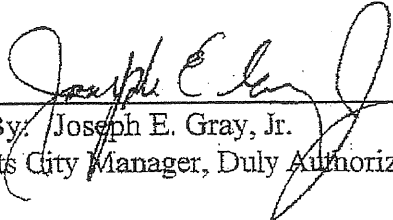
March 12, 2003

Personally appeared the above-named John E. Baldacci, Governor of the State of Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me *Rosemarie D. Smith*  
Notary Public/Attorney at Law  
ROSEMARIE D. SMITH  
Print Name: Notary Public, Maine  
My Commission Expires January 6, 2009  
My commission expires: \_\_\_\_\_



CITY OF PORTLAND

  
By: Joseph E. Gray, Jr.  
Its City Manager, Duly Authorized

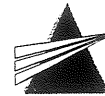
STATE OF MAINE  
COUNTY OF CUMBERLAND

March 21, 2003

Personally appeared the above-named Joseph E. Gray, Jr., City Manager of the City of Portland, and acknowledged the Grantee's Acceptance of the foregoing Governor's Deed to be his free act and deed in his said capacity and the free act and deed of the City of Portland.

Before me Donna M. Katsifias  
Notary Public/Attorney at Law  
Print Name: Donna M. Katsifias  
My commission expires: \_\_\_\_\_

Received  
Recorded Register of Deeds  
Mar 21 2003 11:14:52A  
Cumberland County  
John E. D. Brian



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## 11. ENVIRONMENTAL AND HISTORICAL CONSIDERATIONS

The following statement is made in accordance with City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(11).

### 11.1 UNUSUAL NATURAL AREAS

The long history of industrial activities on the site (Section 1) has resulted in the site having no intact natural communities. The area is currently characterized by paved and gravel surfaces with several buildings, as discussed in Section 1 of the application. Terrestrial plant communities at the site are limited to weedy, often non-native species that are highly tolerant of periodic disturbance and low quality soil conditions. No regulated freshwater wetlands occur at the site.

Woodard & Curran sent a letter to Maine Natural Areas Program (MNAP) dated July 24, 2006 regarding the existence of rare, endangered, or registered critical areas at the proposed project site. A response was received from MNAP by way of letter dated July 31, 2006. MNAP's response indicates no rare botanical features are documented within the project area. A copy of the Woodard & Curran's letter and the associated response letter are attached at the end of this section.

#### 11.1.1 Unusual Natural Areas Attachments

Letter from Woodard & Curran, Inc., to Maine Natural Areas Program, dated July 24, 2006, requesting their assistance to update the identification of rare and unusual areas.

Letter from Maine Natural Areas Program to Woodard & Curran, Inc., dated July 31, 2006.

### 11.2 WILDLIFE AND FISHERIES

Woodard & Curran contacted the Maine Department of Inland Fisheries and Wildlife (IFW) and the U.S. Fish and Wildlife Service (USFWS) regarding the presence of significant wildlife or fisheries habitat within the project area. A response was received from IFW by way of letter dated July 28, 2006 indicating there are no known essential or significant wildlife habitats, nor any documented occurrences of rare, threatened or endangered species on this property. USFWS provided a response letter, dated August 9, 2006 indicating no federally-listed species under the jurisdiction of the Service are known to occur in the project area, with the exception of occasional, transient bald eagles. The letter further indicates no further action is required under Section 7 of the Endangered Species Act.

#### 11.2.1 Wildlife and Fisheries Attachments

Letter from Woodard & Curran Inc., to Maine Department of Inland Fisheries and Wildlife, dated July 24, 2006, requesting their assistance in updating the identification of significant wildlife and fisheries habitat.

Letter from Woodard & Curran Inc., to U. S. Fish and Wildlife Service, dated July 24, 2006, requesting their assistance updating the identification of significant wildlife and fisheries habitat.

Letter from Maine Department of Inland Fisheries and Wildlife to Woodard & Curran Inc, dated July 28, 2006.



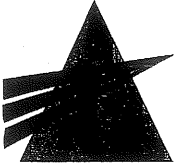


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Letter from U. S. Fish and Wildlife Service to Woodard & Curran Inc., dated August 9, 2006.

### **11.3 HISTORIC SITES**

The City of Portland Housing and Neighborhood Services commissioned a literature search and field check of the Bayside Development District to determine if any areas require a Phase 1 historical archaeological survey. This study is documented in a report entitled “Project MHPC #0403: Bayside Development District – Phase I, prepared for: City of Portland Housing and Neighborhood Services, prepared by: Norman L. Buttrick, Project Archaeologist, dated August 6, 2001”. The report concluded the project site “offers little to propose a phase I archaeological survey since most of the area was a B&M freight Yard”. As such, no significant archaeological or cultural resources are anticipated to be located on the project site.



July 24, 2006

Raquel Ross, Information Manager  
Maine Natural Areas Program  
93 State House Station  
Augusta, Maine 04333

Re: Bayside Garage Development Project  
Portland, Maine

Dear Ms. Ross:

Woodard & Curran Inc., is preparing a Major Site Plan permit application to the City of Portland for the Bayside Garage Development Project. The Major Site Plan permit process requires the submission of information that demonstrates the proposed development will not adversely affect an unusual natural area.

The site consists of several lots along the northwestern side of Somerset Street between Elm Street to the west and the Franklin Arterial to the east. The specific location of the proposed development is shown on the enclosed USGS Topographic Map. The area is currently characterized by paved and gravel surfaces. Terrestrial plant communities at the site are limited to weedy, often non-native species that are highly tolerant of periodic disturbance and low quality soil conditions. No regulated freshwater wetlands occur at the site.

The proposed development comprises a 600-space parking garage to serve owners, employees and patrons of adjacent, both existing and future, businesses, retail establishments and governmental office buildings along this portion of Portland's Bayside neighborhood.

We understand the Maine Natural Areas Program requires payment in order to recoup the cost of processing our request. Please send an invoice to my attention following your review. We anticipate submitting the Major Site Plan application to the City in the middle of August.

Please contact us if you have any questions or if you need additional information, (781) 251-0200. Thank you very much for your assistance.

Sincerely,

WOODARD & CURRAN INC.

*David A. White*

David A. White, Jr., P.E.  
Senior Project Manager

203905

Enclosure

cc: Jack Lufkin, City of Portland  
Barry Sheff, W&C



**NOTE:**

SOURCE: UNITED STATES GEOLOGICAL SURVEY, 1:24,000  
 QUADRANGLE, 7.5 MINUTE SERIES - PORTLAND EAST AND  
 WEST



**WOODARD & CURRAN**  
 Engineering · Science · Operations  
 PORTLAND, MAINE 800-426-4262

**USGS TOPOGRAPHIC MAP**

DESIGNED BY: JCS/DAW CHECKED BY: JCS  
 DRAWN BY: JCS/DAW 203905.dwg

JOB NO: 203905  
 DATE: JULY 2005  
 SCALE: 1" = 1000'±

Figure 1.1



STATE OF MAINE  
DEPARTMENT OF CONSERVATION  
157 HOSPITAL STREET  
93 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0093

JOHN ELIAS BALDACCI  
GOVERNOR

PATRICK K. MCGOWAN  
COMMISSIONER

July 31, 2006

David A. White  
Senior Project Manager  
Woodard & Curran  
980 Washington St., Suite 325  
Dedham, MA 02026

Re: Rare and exemplary botanical features, proposed Bayside Garage  
Development Project in Portland, Maine.

Dear Mr. White:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request of July 24, 2006 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in the City of Portland, Maine. Rare and unique botanical features include the habitat of rare, threatened or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features



documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$75.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Raquel Ross  
Information Manager  
93 State House Station  
Augusta, ME 04333-0093  
207-287-8046  
[Raquel.ross@maine.gov](mailto:Raquel.ross@maine.gov)

Enclosures

# Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four mile radius of the proposed Bayside Garage Development Project in Portland, Maine.

Scientific Name	Common Name	Last Seen	Global Rarity Rank	State Rarity Rank	State Protection Status	Habitat Description
<i>Chimaphila maculata</i> Spotted Wintergreen		1991-09	G5	S2	E	Dry woods.
<i>Viola palmata</i> Palmate-leaved Violet		1908	G5	SH	PE	Rich deciduous woods, shaded calcareous ledges, etc.
<i>Carex polymorpha</i> Variable Sedge		1911	G3	S1	E	In Maine, habitat is between downslope seeps (with horsetails and wetland sedges) and upslope mixed oak/huckleberry forest. Preferred soil type is Deerfield Loamy Sand. All Maine occurrences are from coastal towns where climate is moderated by the ocean.
<i>Carex polymorpha</i> Variable Sedge		1911-06-29	G3	S1	E	In Maine, habitat is between downslope seeps (with horsetails and wetland sedges) and upslope mixed oak/huckleberry forest. Preferred soil type is Deerfield Loamy Sand. All Maine occurrences are from coastal towns where climate is moderated by the ocean.
<i>Allium canadense</i> Wild Garlic		1918-07-16	G5	S2	SC	Alluvial woods, thickets, and meadows.
<i>Allium tricoccum</i> Wild Leek		1978-06-28	G5	S3	SC	Rich hardwood forests, usually alluvial.

# Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four mile radius of the proposed Bayside Garage Development Project in Portland, Maine.

Scientific Name	Common Name	Last Seen	Global Rarity Rank	State Rarity Rank	State Protection Status	Habitat Description
<i>Allium tricoccum</i> Wild Leek		1991-09	G5	S3	SC	Rich hardwood forests, usually alluvial.
<i>Platanthera flava</i> var. <i>herbiola</i> Pale Green Orchis		1907-07-05	G4T4Q	S2	SC	Swampy woods, bottomlands, swales, and wet shores.
<i>Elymus hystrix</i> Bottlebrush Grass		1905-09-13	G5	S2S3	T	Rich, rocky, or alluvial deciduous forests.
<i>Selaginella apoda</i> Creeping Spike-moss		1924-08-20	G5	S1	E	Meadows, lawns, and streambanks.
<i>Allium canadense</i> Wild Garlic		1921-07-26	G5	S2	SC	Alluvial woods, thickets, and meadows.
<i>Saxifraga pensylvanica</i> Swamp Saxifrage		1913-06-11	G5	S3	T	Wet meadows, swamps, boggy thickets, and seeping banks.

# Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four mile radius of the proposed Bayside Garage Development Project in Portland, Maine.

Scientific Name	Common Name	Last Seen	Global Rarity Rank	State Rarity Rank	State Protection Status	Habitat Description
<i>Phegopteris hexagonoptera</i> Broad Beech Fern		1872-08	G5	S2	SC	Rich, often rocky, hardwood forests.
<i>Eleocharis engelmannii</i> Engelmann's Spikerush		1916-08-31	G4G5Q	SH	PE	Wet sand, peat or mud
<i>Asplenium platyneuron</i> Ebony Spleenwort		1910-06-06	G5	S2	SC	Rich partly forested slopes, rocky ledges, and dry, circumneutral outcrops.
<i>Proserpinaca pectinata</i> Comb-leaved Mermaid-weed		1906-09-29	G5	S1	SC	Sandy bogs of the coastal plain
<i>Potamogeton vaseyi</i> Vasey's Pondweed		1901-08-04	G4	S2	T	Quiet muddy or calcareous waters.
<i>Adlumia fungosa</i> Allegheny Vine		1860-10	G4	S1	T	Wet or recently burned woods, rocky wooded slopes.



# Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four mile radius of the proposed Bayside Garage Development Project in Portland, Maine.

Scientific Name	Common Name	Last Seen	Global Rarity Rank	State Rarity Rank	State Protection Status	Habitat Description
<i>Triosteum aurantiacum</i> Wild Coffee		1910-06-19	G5	S1	E	Rich woods and thickets.
<i>Arabis missouriensis</i> Missouri Rockcress		1905-06-11	G5?Q	S1	T	Circumneutral bluffs, ledges or rocky woods.
<i>Suaeda calceoliformis</i> American Sea-blite		1932-09-12	G5	S1	T	Rocky or gravelly saltmarshes and sea-strands.
<i>Lonicera dioica</i> Mountain Honeysuckle		1905-06	G5	S1?	E	Rocky banks, dry woods and thickets.
<i>Zannichellia palustris</i> Horned Pondweed		1913-09-13	G5	S2	SC	Fresh, brackish or alkaline waters, and stream edges.
<i>Aureolaria pedicularia</i> Fern-leaved False Foxglove		1902-09-02	G5	S3	SC	Dry deciduous woods and clearings.

# Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four mile radius of the proposed Bayside Garage Development Project in Portland, Maine.

Scientific Name	Common Name	Last Seen	Global Rarity Rank	State Rarity Rank	State Protection Status	Habitat Description
<i>Polygala cruciata</i> var. <i>aquilonia</i> Marsh Milkwort		1903-08-18	G5T4	SH	PE	Wet pinelands, savannas, peats, and sands.
<i>Lobelia siphilitica</i> Great Blue Lobelia		1905-09	G5	SX	PE	Rich low woods and swamps
<i>Wolffia columbiana</i> Columbia Water-meal		2002-08-04	G5	S2	T	Ponds, and still waters.
<i>Lonicera dioica</i> Mountain Honeysuckle		2002-06-06	G5	S1?	E	Rocky banks, dry woods and thickets.

## STATE RARITY RANKS

- S1 Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2 Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3 Rare in Maine (on the order of 20-100 occurrences).
- S4 Apparently secure in Maine.
- S5 Demonstrably secure in Maine.
- SH Occurred historically in Maine, and could be rediscovered; not known to have been extirpated.
- SU Possibly in peril in Maine, but status uncertain; need more information.
- SX Apparently extirpated in Maine (historically occurring species for which habitat no longer exists in Maine).

**Note:** State Ranks determined by the Maine Natural Areas Program.

## GLOBAL RARITY RANKS

- G1 Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- G2 Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3 Globally rare (on the order of 20-100 occurrences).
- G4 Apparently secure globally.
- G5 Demonstrably secure globally.

**Note:** Global Ranks are determined by The Nature Conservancy.  
T indicates subspecies rank, Q indicates questionable rank, HYB indicates hybrid species.

## STATE LEGAL STATUS

**Note:** State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's endangered and threatened plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future, or federally listed as Endangered.
- T THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.
- SC SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE POSSIBLY EXTIRPATED; Not known to currently exist in Maine; not field-verified (or documented) in Maine over the past 20 years.

## FEDERAL STATUS

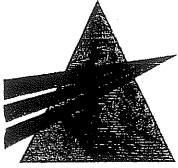
- LE Listed as Endangered at the national level.
- LT Listed as Threatened at the national level.

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Please note that species names follow *Flora of Maine: A Manual for Identification of Native and Naturalized Vascular Plants of Maine*, Arthur Haines and Thomas F. Vining, 1998, V.F. Thomas Co., P.O. Box 281, Bar Harbor, Maine 04069-0281.

Where entries appear as binomials, all representatives (subspecies and varieties) of the species are rare in Maine; where names appear as trinomials, only that particular variety or subspecies is rare in Maine, not the species as a whole.

Visit our web site for more information on rare, threatened and endangered species! <http://www.mainenaturalareas.org/>



July 24, 2006

Scott Lindsay, Regional Wildlife Biologist  
Department of Inland Fisheries and Wildlife  
Wildlife Division – Region A  
358 Shaker Road  
Gray, Maine 04039

Re: Bayside Garage Development Project

Dear Mr. Lindsay:

Woodard & Curran Inc., is preparing a Major Site Plan permit application to the City of Portland for the Bayside Garage Development Project. The Major Site Plan permit process requires the submission of information that demonstrates the proposed development will not adversely affect wildlife and fisheries habitat either located on or surrounding the site.

The site consists of several lots along the northwestern side of Somerset Street between Elm Street to the west and the Franklin Arterial to the east. The specific location of the proposed development is shown on the enclosed USGS Topographic Map. The area is currently characterized by paved and gravel surfaces. Terrestrial plant communities at the site are limited to weedy, often non-native species that are highly tolerant of periodic disturbance and low quality soil conditions. No regulated freshwater wetlands occur at the site.

The proposed development comprises a 600-space parking garage to serve owners, employees and patrons of adjacent, both existing and future, businesses, retail establishments and governmental office buildings along this portion of Portland's Bayside neighborhood.

Please review the proposed project site to ensure there are no wildlife or fisheries habitat issues associated with it. We would also appreciate it if you would forward this request to others at the Department that can assist with this project. We anticipate submitting the Major Site Plan application to the City in the middle of August.

Please contact us if you have any questions or if you need additional information, (781) 251-0200. Thank you very much for your assistance.

Sincerely,  
WOODARD & CURRAN INC.

David A. White, Jr., P.E.  
Senior Project Manager

203905

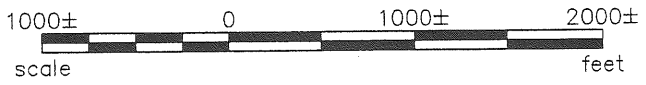
Enclosure

cc: Jack Lufkin, City of Portland  
Barry Sheff, W&C



**NOTE:**

SOURCE: UNITED STATES GEOLOGICAL SURVEY, 1:24,000 QUADRANGLE, 7.5 MINUTE SERIES - PORTLAND EAST AND WEST

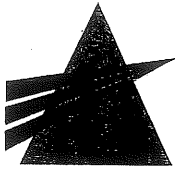


**WOODARD & CURRAN**  
 Engineering • Science • Operations  
 PORTLAND, MAINE 800-426-4262

**USGS TOPOGRAPHIC MAP**

DESIGNED BY: JCS/DAW	CHECKED BY: JCS
DRAWN BY: JCS/DAW	203905.dwg

JOB NO: 203905
DATE: JULY 2006
SCALE: 1" = 1000'
<b>Figure 1.1</b>



July 24, 2006

Mark McCullough, Endangered Species Biologist  
United States Fish & Wildlife Service  
Maine Field Office  
1168 Main Street  
Old Town, Maine 04468

Re: Bayside Garage Development Project

Dear Mr. McCullough:

Woodard & Curran Inc., is preparing a Major Site Plan permit application to the City of Portland for the Bayside Garage Development Project. The Major Site Plan permit process requires the submission of information that demonstrates the proposed development will not adversely affect wildlife and fisheries habitat either located on or surrounding the site.

The site consists of several lots along the northwestern side of Somerset Street between Elm Street to the west and the Franklin Arterial to the east. The specific location of the proposed development is shown on the enclosed USGS Topographic Map. The area is currently characterized by paved and gravel surfaces. Terrestrial plant communities at the site are limited to weedy, often non-native species that are highly tolerant of periodic disturbance and low quality soil conditions. No regulated freshwater wetlands occur at the site.

The proposed development comprises a 600-space parking garage to serve owners, employees and patrons of adjacent, both existing and future, businesses, retail establishments and governmental office buildings along this portion of Portland's Bayside neighborhood.

Please review the proposed project site to ensure there are no wildlife or fisheries habitat issues associated with it. We would also appreciate it if you would forward this request to others at the Department that can assist with this project. We anticipate submitting the Major Site Plan application to the City in the middle of August.

Please contact us if you have any questions or if you need additional information, (781) 251-0200. Thank you very much for your assistance.

Sincerely,  
WOODARD & CURRAN INC.

David A. White, Jr., P.E.  
Senior Project Manager

203905

Enclosure

cc: Jack Lufkin, City of Portland  
Barry Sheff, W&C



**NOTE:**

SOURCE: UNITED STATES GEOLOGICAL SURVEY, 1:24,000  
 QUADRANGLE, 7.5 MINUTE SERIES - PORTLAND EAST AND  
 WEST



**WOODARD & CURRAN**  
 Engineering · Science · Operations

PORTLAND, MAINE

800-426-4262

**USGS TOPOGRAPHIC MAP**

DESIGNED BY: JCS/DAW  
 DRAWN BY: JCS/DAW

CHECKED BY: JCS  
 20.3905.dwg

JOB NO: 203905  
 DATE: JULY 2006  
 SCALE: 1" = 1000'

Figure 1.1



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

Maine Field Office – Ecological Services  
1168 Main Street  
Old Town, ME 04468  
(207) 827-5938 Fax: (207) 827-6099

In Reply Refer To:  
FWS/Region5/ES/MEFO

August 9, 2006

Mr. David White, Jr.  
Woodard & Curran  
980 Washington Street, Suite 325  
Dedham, MA 02026

Dear Mr. White:

Thank you for your letter dated July 24, 2006 requesting information or recommendations from the U.S. Fish and Wildlife Service. This form provides the Service's response pursuant to Section 7 of the Endangered Species Act (ESA), as amended (16 U.S.C. 1531-1543), and the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667d).

**Project Name/Location:** Bayside Garage / Portland, ME      **Log Number:** 6-396

Based on the information currently available to us, no federally-listed species under the jurisdiction of the Service are known to occur in the project area, with the exception of occasional, transient bald eagles (*Haliaeetus leucocephalus*). Accordingly, no further action is required under Section 7 of the ESA, unless: (1) new information reveals impacts of this identified action that may affect listed species or critical habitat in a manner not previously considered; (2) this action is subsequently modified in a manner that was not considered in this review; or (3) a new species is listed or critical habitat determined that may be affected by the identified action.

Please contact the Maine Department of Inland Fisheries and Wildlife and Maine Natural Areas Program for an up to date account of state-listed species in the project area.

If you have any questions, please call me at (207) 827-5938.

Sincerely,

Mark A. McCollough  
Endangered Species Biologist



John F. Balducci  
Governor



Roland D. Martin  
Commissioner

DEPARTMENT OF INLAND FISHERIES AND WILDLIFE

Wildlife Division -- Region A  
358 Shaker Rd.  
Gray, ME 04039  
Phone: (207) - 657-2345 x 110  
Fax: (207) - 657-2980  
[Kendall.R.Marden@maine.gov](mailto:Kendall.R.Marden@maine.gov)

July 28, 2006

Re: Bayside Garage Development Project

Dear Mr. White,

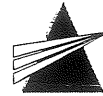
Based upon a review of the most current data available, there are no known essential or significant wildlife habitats, nor any documented occurrences of rare, threatened or endangered species on this property.

Though most development does reduce the quantity and quality of wildlife habitat for a variety of species, a well designed development, at this location, that maintains undisturbed travel corridors and a diversity of cover types with as little site modification as feasible, would have minimal negative impact on regional wildlife goals and management objectives.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kendall Marden', with a long horizontal line extending to the right.

Kendall Marden  
Asst. Regional Wildlife Biologist

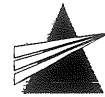


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## 12. ELECTRONIC SUBMISSION

The following statement is made in accordance with City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(12).

Electronic drawings in AutoCAD format have not been included at this time. The applicant requests permission to provide electronic drawing files from bid documents once they become available to ensure that the City receives the most current and up-to-date drawings for its records.



### 13. RECYCLABLE MATERIAL

The following statement is made in accordance with City of Portland Code of Ordinances, Chapter 14 Land Use, Section 14-525(c)(13).

A recycling program will be implemented for the proposed garage and retail space through the use of indoor recycling receptacles located in close proximity to the solid waste containers. The City, its tenants, and the Contractors will be required to make adequate provisions for recyclable materials disposal through a licensed solid waste management provider. The size and type of the recycling containers will be determined by the solid waste management service provider. The contracted solid waste service provider will provide containers based on the recyclable generation numbers presented below. Because it is difficult to estimate the exact quantity of recyclable material that will be produced, the service provider will determine over the course of their service whether the size and type of container is adequate and adjust accordingly.

The contracted service provider will be responsible for the timely collection and removal of the recyclable materials from the site. An initial schedule for pick-up will be determined and adjusted based on actual demand.

The estimated quantity of recycled materials generated from the development is depicted in the following table:

**Table 13-1: Recyclable Material Estimated Generation**

Recyclables	Garage (tons per year)*	Retail (tons per year)*
-Paper	0.03	1.57
-Cardboard	0.01	2.36
-Glass, Cans, Aluminum	0.01	2.45
-Plastic	0.01	1.29

\*Estimates were generated by the following means:

- Retail and garage estimates were gathered using EPA and State government published data of historical recycle rates per square foot.

September 8, 2006

**Bayside Parking Garage**

Somerset Street  
Portland, Maine

**SITE LIGHTING SUBMISSION**

The following description of proposed site lighting pertains to site lighting drawing PHL-1 (dated 09/14/06) as included in this submission.

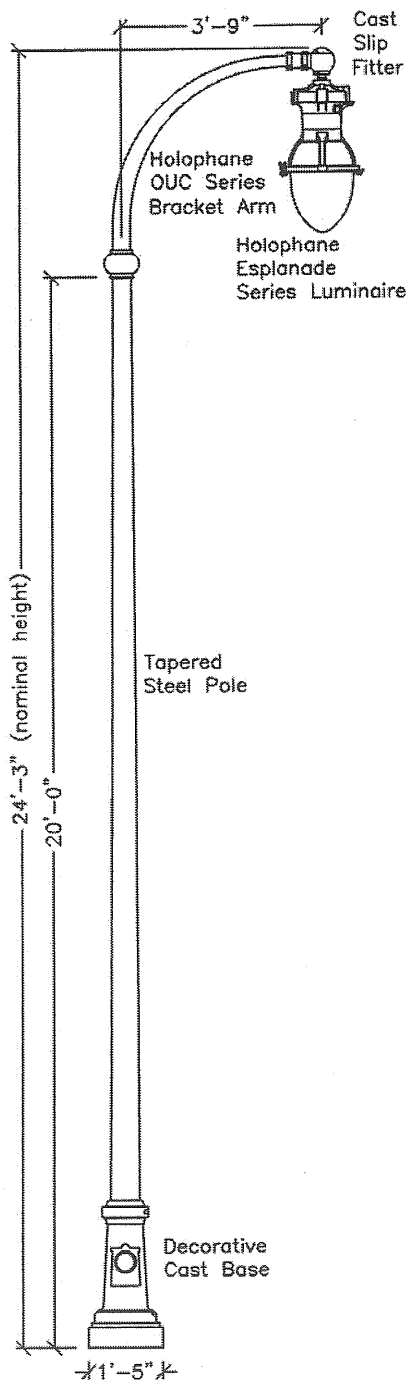
Street Lighting

The existing overhead utility pole line along the south side of Somerset Street will remain in service; however the existing *Central Maine Power Company* utility type street lights on this pole line that are located opposite the parking garage project will be removed. Four new street lights will be located on the north side of Somerset Street, along the extent of the garage project development from Pearl Streets to west of the center block. In addition, two new street lights are also proposed for the block of Pearl Street that abuts the project site. Three additional lights on Somerset Street to the west are not included.

A section of the Eastern Prom Trail is located immediately north of the project. Pedestrian-scaled lighting poles shall be part of the trail development project.

The proposed new lights have been selected from the City of Portland standards for Bayside District street and sidewalk lighting. These lights are indicated as Types S1, S2 and S3 on the accompanying lighting plan. The Type S1 lighting pole is the large series Bayside District light which has an overall height of approximately 24'-3". This pole type is proposed to be used along the north side of Somerset Street. The Type S2 lighting pole is the medium series Bayside District light which has an overall height of approximately 19'-3". This pole type is proposed to be used along the west side of Pearl Street. The type S3 lighting pole is the small series Bayside District light which has an approximate height of 12'-9". This pole type is proposed to be used along the Eastern Prom Trail.

The six indicated lighting poles will be purchased and installed under the construction contract as will be the underground conduit and wire beneath the sidewalk. The lighting poles will be turned over to the City following completion of the project for City ownership and maintenance. The luminaires that will be mounted on the lighting poles will be leased under the *Central Maine Power Company* municipal street lighting lease agreement. The Type S1 and Type S2 luminaires will utilize 175-watt metal halide lamps. The Type S3 luminaires will utilize 70 watt metal halide lamps. Maintenance of the luminaires will be provided by *CMP*.



LUMINAIRE

Holophane Lighting model ESU175MH12A4-R  
 Cast Aluminum housing with stainless steel hardware. Dropped refractor shall be thermal resistant borosilicate glass. Internal reflector and prismatic diffuser shall provide an IES Type III distribution pattern according to the manufacturer's photometric test # 47384. Luminaire shall include an integral ballast with modular wiring connectors and multi-voltage taps (factory wired for 120VAC). Provide an internal receptacle type photocell control. Luminaire shall be custom color Y003J Old Navy Silver with a clear coat finish.

LAMP

Holophane Lighting model S-M175/U 64471  
 Vertical mounted, 175 watt mogul base clear metal halide lamp.

BRACKET ARM

Holophane Lighting model OUC  
 6063-T6 aluminum crossarm with a post-top fitting for a 3-1/2" by 8" tenon. Bracket arm shall be custom color Y003J Old Navy Silver with a clear coat finish.

SLIP FITTER

Holophane Lighting model BHLF200-SCA/AS (Boston Harbor Series)  
 2-3/8" O.D. with swivel cast fitter. Slip fitter shall be custom color Y003J Old Navy Silver with a clear coat finish.

LIGHTING POLE

Tapered steel pole shaft rated for a 90 mph wind load with a 1.3 gust factor. Pole shall be pre-galvanized with a custom color Y003J Old Navy Silver with a clear coat finish. Provide four hot-dipped galvanized steel L-type anchor bolts.

DECORATIVE POLE BASE

Holophane model Cambridge Series clamshell cast aluminum base. Hardware shall be stainless steel.

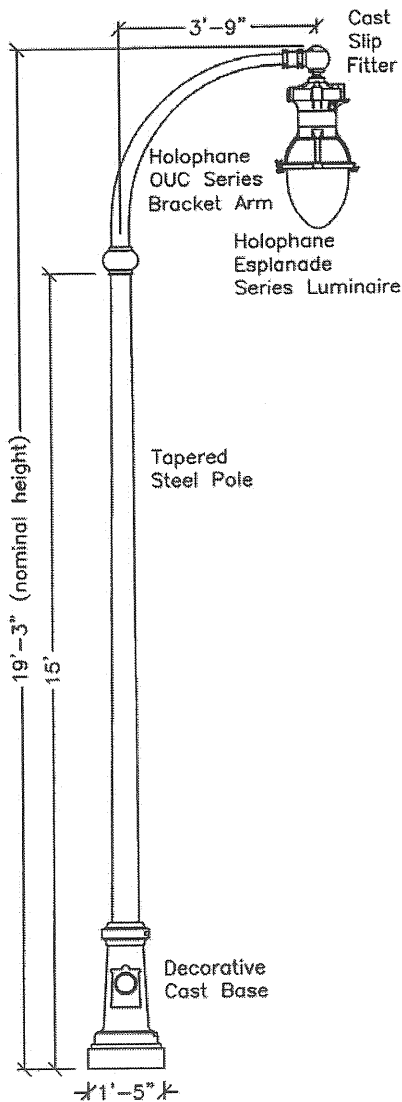
City of Portland, Maine

Street & Sidewalk Lighting  
 BAYSIDE DISTRICT  
 Large Scale Lighting Pole



01/24/05

**Type S1**  
**Bayside Parking Garage**  
 Somerset Street Portland, ME



**LUMINAIRE**

Holophane Lighting model ESU175MH12A4-PR

Cast Aluminum housing with stainless steel hardware. Dropped refractor shall be thermal resistant borosilicate glass. Internal reflector and prismatic diffuser shall provide an IES Type III distribution pattern according to the manufacturer's photometric test # 47384. Luminaire shall include an integral ballast with modular wiring connectors and multi-voltage taps (factory wired for 120VAC). Provide an internal receptacle type photocell control. Luminaire shall be custom color Y003J Old Navy Silver with a clear coat finish.

**LAMP**

Holophane Lighting model S-M175/U 64471 Vertical mounted, 175 watt mogul base clear metal halide lamp.

**BRACKET ARM**

Holophane Lighting model OUC 6063-T6 aluminum crossarm with a post-top fitting for a 3-1/2" by 8" tenon. Bracket arm shall be custom color Y003J Old Navy Silver with a clear coat finish.

**SLIP FITTER**

Holophane Lighting model BHLF200-SCA/AS (Boston Harbor Series) 2-3/8" O.D. with swivel cast fitter. Slip fitter shall be custom color Y003J Old Navy Silver with a clear coat finish.

**LIGHTING POLE**

Tapered steel pole shaft rated for a 90 mph wind load with a 1.3 gust factor. Pole shall be pre-galvanized with a custom color Y003J Old Navy Silver with a clear coat finish. Provide four hot-dipped galvanized steel L-type anchor bolts.

**DECORATIVE POLE BASE**

Holophane model Cambridge Series clamshell cast aluminum base. Hardware shall be stainless steel.

**City of Portland, Maine**

Street & Sidewalk Lighting  
**BAYSIDE DISTRICT**  
 Medium Scale Lighting Pole



01/24/05

**Type S2**  
**Bayside Parking Garage**  
 Somerset Street Portland, ME

**LUMINAIRE**

Holophane Lighting model ESP70DMH12A5-PR

Cast Aluminum housing with stainless steel hardware. Dropped refractor shall be thermal resistant borosilicate glass. Internal reflector and prismatic diffuser shall provide an IES Type V distribution pattern according to the manufacturer's photometric test # 64546. Luminaire shall include an integral ballast with modular wiring connectors and multi-voltage taps (factory wired for 120VAC). Provide an internal button type photocell control. Luminaire shall be custom color Y003J Old Navy Silver with a clear coat finish.

**LAMP**

Holophane Lighting model S-MP70/C/MED 64546  
Vertical mounted, 70 watt mogul base coated metal halide lamp.

**BRACKET ARM**

Holophane Lighting model OUC (modified)  
6063-T6 aluminum crossarm, with a post-top fitting for a 3-3/8" by 8" tenon. Bracket arm shall be custom color Y003J Old Navy Silver with a clear coat finish.

**SLIP FITTER**

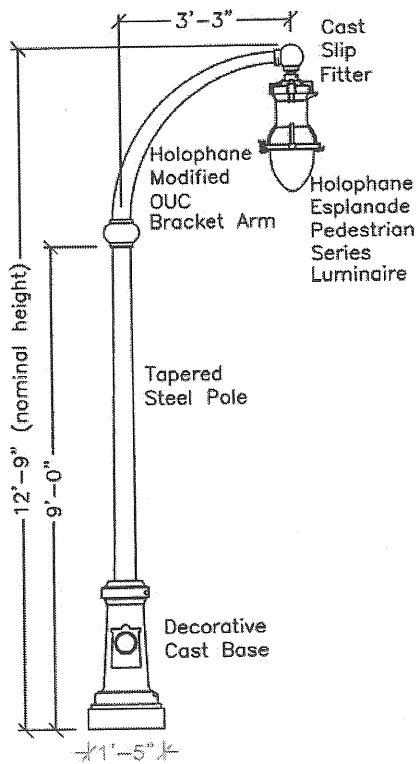
Holophane Lighting model BHLF200-SCA/AS (Boston Harbor Series)  
2-3/8" O.D. with swivel cast fitter. Slip fitter shall be custom color Y003J Old Navy Silver with a clear coat finish.

**LIGHTING POLE**

Tapered steel pole shaft rated for a 90 mph wind load with a 1.3 gust factor. Pole shall be pre-galvanized with a custom color Y003J Old Navy Silver with a clear coat finish. Provide four hot-dipped galvanized steel L-type anchor bolts.

**DECORATIVE POLE BASE**

Holophane model Cambridge Series clamshell cast aluminum base. Hardware shall be stainless steel.



**City of Portland, Maine**

Street & Sidewalk Lighting  
BAYSIDE DISTRICT  
Small Scale Lighting Pole



01/24/05

**Type S3**  
Bayside Parking Garage  
Somerset Street Portland, ME

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ISO 9001:2000

**KIM LIGHTING**

SITE / AREA  
PARKING STRUCTURE  
ROADWAY  
ARCHITECTURAL FLOOD  
ACCENT  
LANDSCAPE

MAILING ADDRESS:  
P.O. BOX 60080  
CITY OF INDUSTRY, CA  
91716-0080

BUSINESS ADDRESS:  
16555 EAST GALE AVENUE  
CITY OF INDUSTRY, CA 91745  
U.S.A.  
PHONE 626 / 968-5666  
FAX 626 / 369-2695

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www.kimlighting.com



Hubbell  
Lighting, Inc.

Printed in U.S.A.  
5502705184  
Version 6/05

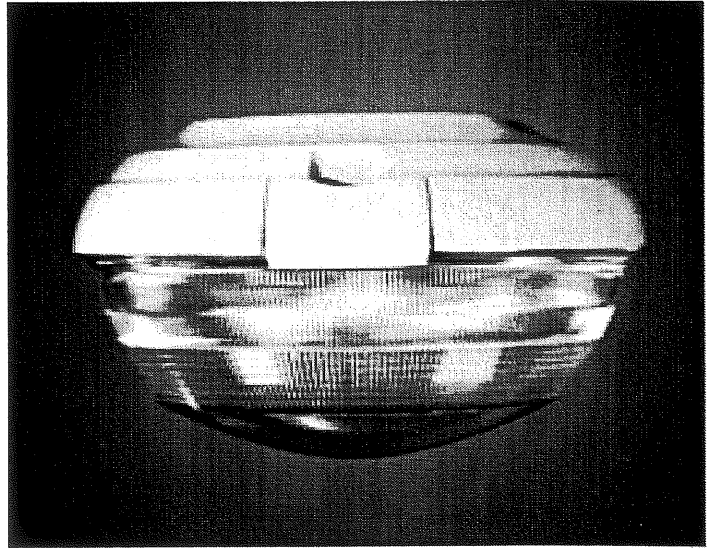
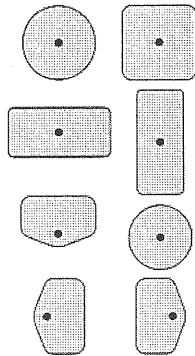
## A Universal Parking Garage Luminaire

Since Kim Lighting invented the first true Parking Garage Luminaire in 1988, we have continuously refined, reinvented, and redefined the art of parking garage lighting. The PGL5/6 is Kim's fourth generation of parking garage luminaires, and actually combines all the features of the first three generations into one incredible lighting instrument.

The PGL5/6 not only improves the application flexibility of the previous models, it is easier to install and maintain. No matter what the lighting criteria: Horizontal Illumination, Vertical Illumination, Cutoff, or Light Trespass, the PGL5/6 can provide the solution. Simply stated, the PGL5/6 makes all other parking garage luminaires obsolete.

## Adaptability

The PGL5/6 is available in 8 basic light patterns for complete application flexibility.



## Today's parking garage illumination guidelines involve both horizontal and vertical footcandles up to 60' above the floor.

Sources: **IES** Illuminating Engineering Society  
**NPA** National Parking Association

**Level A** – IES recommendation: At 60' above the floor, minimum maintained vertical illumination should be:

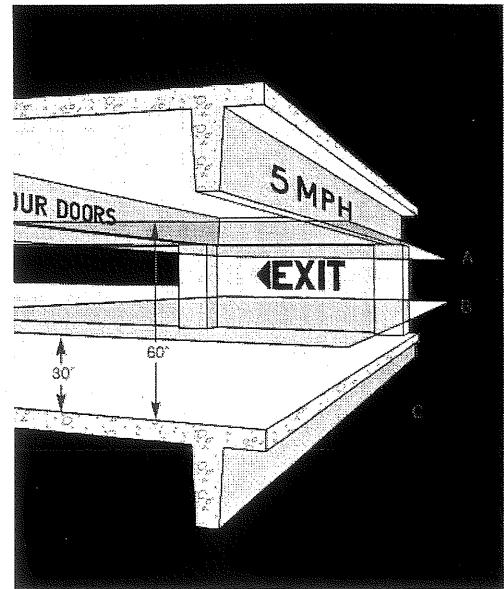
Basic	0.5Fc
Ramps - Day	1.0Fc
Night	0.5Fc
Entrance Areas - Day	25Fc
Night	0.5Fc
Stairways	1.0Fc

**Level B** – NPA recommendation: At 30' above the floor, minimum maintained horizontal illumination should be:

Interior Parking and Driving Areas	6Fc
Min. at Perimeters or Vehicle Restraints	2Fc
Surface and Roof Parking Areas	2Fc
Vehicle Entrances	40Fc
Vehicle Exits	20Fc
Stairways and Exits	20Fc
Average to Minimum Illumination	3:1

**Level C** – IES recommendation: Minimum maintained illumination on the floor should be:

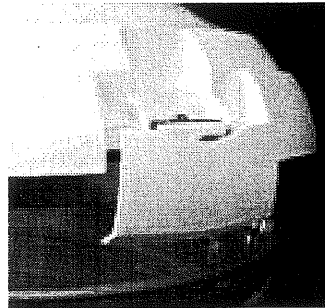
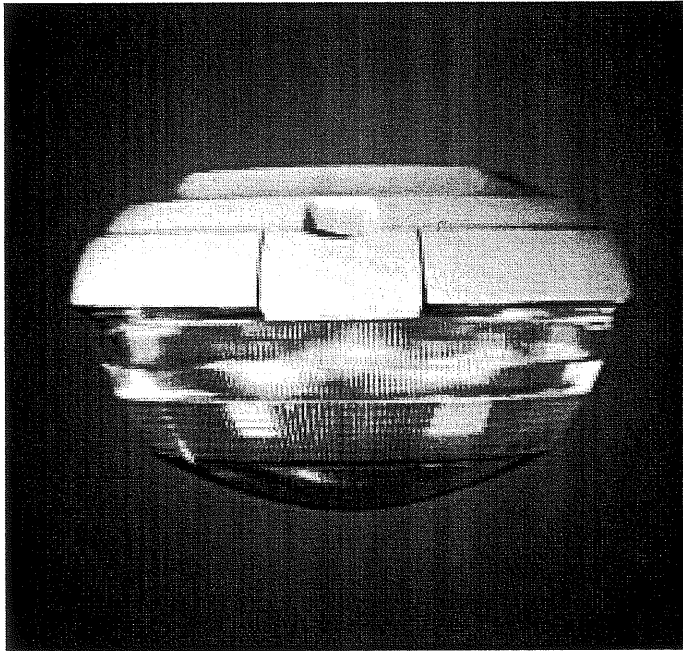
Basic	1.0Fc
Ramps - Day	2.0Fc
Night	1.0Fc
Entrance Areas - Day	50Fc
Night	1.0Fc
Stairways	2.0Fc



**Ceilings** – While no specific recommendations exist for ceilings, it is widely accepted that ceilings must be well lighted to eliminate the insecure feeling of entering a dark, cave-like structure. To accomplish this, between 12%-15% of the luminaire's output must be projected upward.

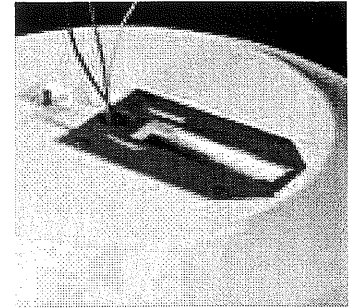


# Durability

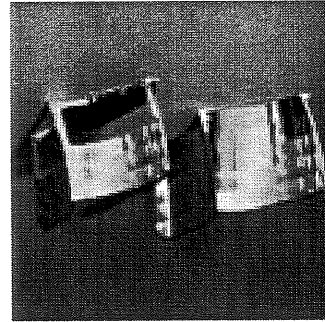
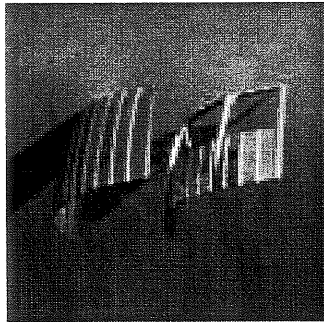
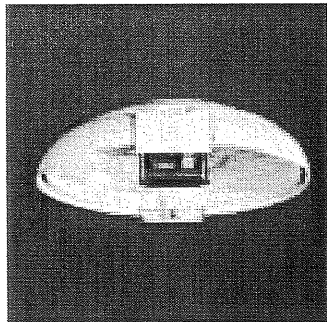


## Totally Sealed Optics

Parking garages are open structures allowing outside air and moisture to enter. In addition, vehicle exhaust constantly attacks the fixture. If any of these contaminants penetrate the luminaire, light output will steadily decrease as the optical components become coated with a film of pollutants.



The PGL5/6 is totally sealed with an IP66 rating. A one-piece extruded silicone gasket, with the ends fused together to form a continuous piece, seals the refractor to the electrical housing. At the fixture top, wire penetrations are sealed by a silicone grommet.



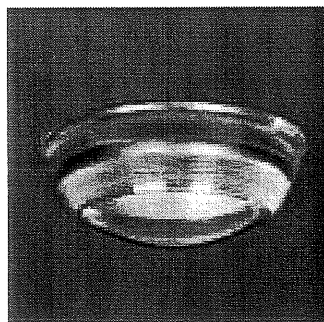
## Die-Cast Aluminum Components

The electrical housing and the modular reflector modules are all die-cast aluminum using a low-copper content alloy for maximum corrosion resistance. The modular reflector modules are vacuum metalized for maximum reflectivity.

## Injection Molded Refractors

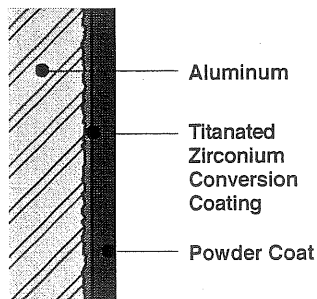
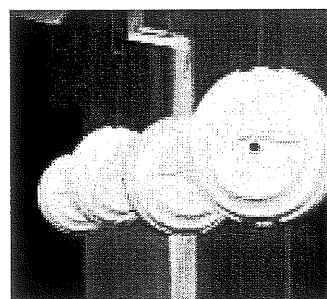
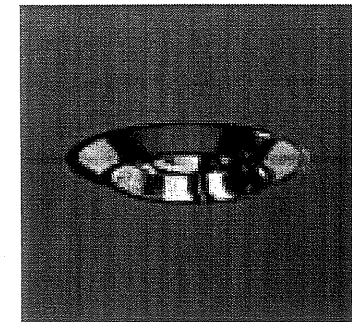
Precision light control results from the sharp prisms produced by injection molding. The standard material is Lexan® SLX from GE Advanced Materials.

Lexan® SLX reduces lens yellowing and stabilizes within the first 100 hours of operation, and offers significantly greater impact and vandal resistance during the life of the lens. Optional refractor material is UV stabilized acrylic.



## Hydroformed Upper Reflector

The top reflector is one-piece hydroformed aluminum to obtain a smooth and precise reflecting surface. The reflector is finished with the same vacuum metalizing process as the die-cast reflector modules.



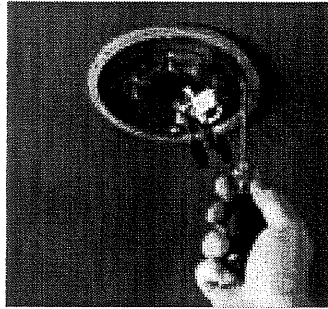
## Eight Stage Finish

1. Power wash and degrease.
2. Detergent tank bath.
3. Clear water rinse bath.
4. Premium Titanated Zirconium conversion coating as used in the automobile industry.
5. Clear water rinse bath.

6. Dry off oven.
7. Powder coating, 2.5 mil nominal thickness.
8. Bake for 20 minutes at 410°F.

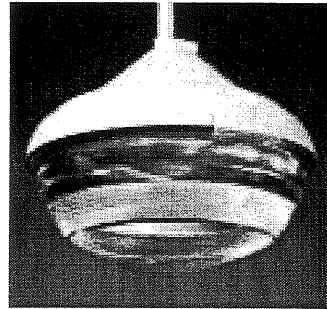
The PGL5/6 electrical housing is finished in Kim's standard white **WH-P** color, rated at 2500 hour salt spray test endurance.

# Fast Installation and Maintenance



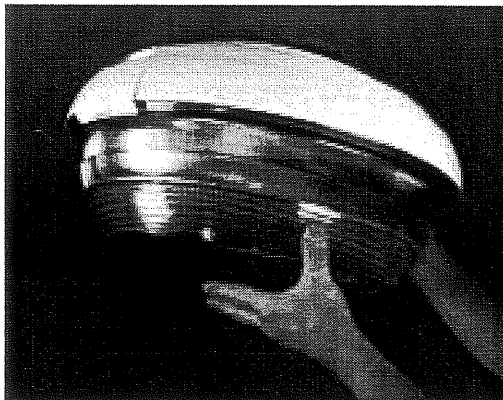
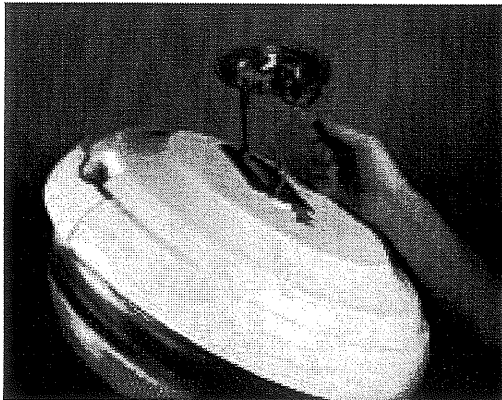
## Speed Mount

The Kim Speed Mount attaches to the junction box, which can be flush with the ceiling, or surface mounted. The Speed Mount is labeled with the "Driving Direction" clearly indicated so the fixture will be correctly oriented in the garage for the selected light pattern.



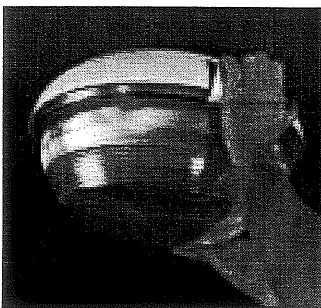
## Optional Balanced Pendant J-Box and Bird Shroud (PB2)

Pendant installations pose two problems that are solved by this option. First, the fixture must be balanced to hang vertical. Second the fixture top should not provide a place for birds to nest. Constructed of die-cast aluminum, the PB2 utilizes the Kim Speed Mount for rapid fixture mounting and provides an aesthetic and functional solution for pendant installations.



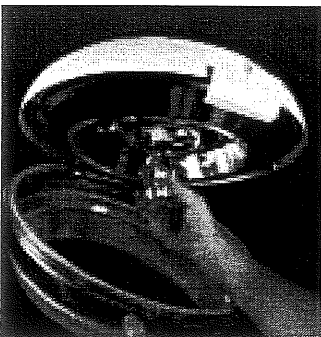
## Fixture Wiring and Mounting

With the fixture suspended by the Speed Mount, both hands can be used for making field wire connections. Final mounting is made by simply sliding the fixture onto the Speed Mount which engages an anti-theft fixture-locking device.



## Lamp and Ballast Access

The PGL5/6 has two no-tool access latches on the electrical housing. Both latches are opened to lower the refractor, but one side stays fixed as the hinge. The refractor then swings down for easy access to the lamp. If access to the ballast is required, the upper reflector is removed through keyhole slots by loosening two no-tool fasteners.



Electronic ballast (PGL6) is mounted to a no-tool, quick release access tray and quick release connectors for fast simple maintenance.



## Cleaning

Because parking garages are open structures, fixtures will eventually become dirty with air and exhaust pollutants. With large numbers of fixtures in most garages, it is simply not practical or cost effective to hand clean the luminaires. The PGL5/6 is rated to IP66, allowing power washing; a fast and effective way to keep the fixtures at peak efficiency through regular maintenance.



**KIM LIGHTING**

Reset Form

**SAR**

The Archetype®

revision 3/17/03 • sar.pdf

Type:  
Job:  
Catalog number:

Approvals:

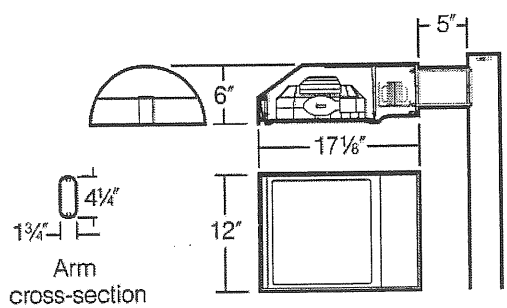
/	/	/	/	/
Mfg.	Fixture	Electrical Module	Finish	Options
See page 2				See pages 3-4
				Optional Vertical Slipfitter Mount See page 5

Date:  
Page: 1 of 5

Select pole from Kim Pole Catalog. If pole is provided by others indicate O.D. for arm fitting.

## Specifications

70 to 175 watt  
Medium Base Lamps  
Maximum Fixture weight (150HPS) = 25 lb



**Housing:** One piece low copper (less than .6%) die-cast aluminum alloy with integral cooling ribs over the optical chamber and electrical compartment. Solid barrier wall separates optical and electrical compartments. Double-thick wall with gussets on the support-arm mounting end. The fixture's housing forms a half cylinder with 58° front face plane providing a recess to allow a flush single-latch detail. All hardware is stainless steel or electro-zinc plated steel.

**Lens Frame:** One piece low copper (less than .6%) die-cast aluminum alloy lens frame with 1" minimum depth around the gasket flange. Integral hinges with stainless steel pins provide no-tool mounting and removal from housing. Single die-cast aluminum cam-latch provides positive locking and sealing of the optical chamber by a one piece extruded and vulcanized silicone gasket. Clear 3/16" thick tempered glass lens retained by eight steel clips with full silicone gasketing around the perimeter.

**Reflector Module:** Specular Alzak® optical segments are rigidly mounted within a die-cast aluminum enclosure that attaches to the housing as a one-piece module. Reflector module is field rotatable in 90° increments. MH and HPS sockets are porcelain 4KV pulse rated medium base. All reflector modules are factory prewired with quick-disconnect plug and include silicone seal at the penetration of the internal barrier wall in the luminaire housing.

**Electrical Module:** All electrical components are UL and CSA recognized, mounted on a single plate and factory prewired with quick-disconnect plugs. Electrical module attaches to housing with no-tool hinges and latches, accessible by opening the lens frame only. All ballasts are high power factor rated -20°F. starting.

**Support Arm:** One piece extruded aluminum with internal bolt guides and fully radiussed top and bottom. Luminaire-to-pole attachment is by internal draw bolts, and includes a pole reinforcing plate with wire strain relief. Arm is circular cut for specified round pole.

**Optional Wall Mounting:** Fixture mounts to 3" or 4" Junction Boxes by a cast aluminum adapter plate with fixture mounting bolts.

**NOTE:** Junction Box in wall must provide adequate fixture support. See NEC sections 370-13, 17 and 410-14, 16. Quick-disconnect plug and wiring are provided to allow field connections prior to fixture mounting.

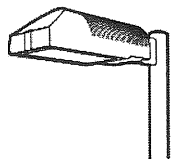
**Finish:** Super TGIC thermoset polyester powder coat paint, 2.5 mil nominal thickness, applied over a chromate conversion coating; 2500 hour salt spray test endurance rating. Standard colors are Black, Dark Bronze, Light Gray, Platinum Silver, or White. Custom colors are available and subject to additional charges, minimum quantities and longer lead times. Consult representative.

**Certification:** UL Listed to U.S. and Canadian safety standards for wet locations. Fixture manufacturer shall employ a quality program that is certified to meet the ISO 9001:2000 standard.



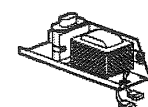
**CAUTION:** Fixtures must be grounded in accordance with local codes or the National Electrical Code. Failure to do so may result in serious personal injury.



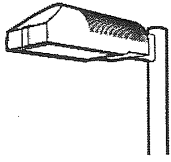
Type:  
Job:



## Standard Features

<p><b>Mounting</b> 3SY configuration is available for round poles only.</p>	<p>Plan View:</p>  <p>Wall Mount</p> <p>EPA: 0.7 1.4 1.2 1.9 1.9 2.5</p> <p>Cat. No.: <input type="checkbox"/> 1SA <input type="checkbox"/> 2SB <input type="checkbox"/> 2SL <input type="checkbox"/> 3ST <input type="checkbox"/> 3SY <input type="checkbox"/> 4SC <input type="checkbox"/> 1W</p>																																																																						
<p><b>Fixture</b> Cat. No. designates fixture and light distribution. See the Kim Site/Roadway Optical Systems Catalog for detailed information on reflector design and application.</p>	<p>Flat Lens</p>  <p>Light Distribution: Type II Type III Type IV Type V</p> <p>Full Cutoff Full Cutoff Forward Throw Full Cutoff Square Full Cutoff</p> <p>Cat. No.: <input type="checkbox"/> SAR2 <input type="checkbox"/> SAR3 <input type="checkbox"/> SAR4 <input type="checkbox"/> SAR5</p>																																																																						
<p><b>Electrical Module</b> HPS = High Pressure Sodium MH = Metal Halide</p>  <table border="1" data-bbox="162 1323 373 1449"> <thead> <tr> <th>Lamp</th> <th>Watts</th> <th>Lamp Type</th> <th>Line Volts</th> </tr> </thead> <tbody> <tr> <td>150</td> <td>HPS</td> <td></td> <td>120</td> </tr> </tbody> </table>	Lamp	Watts	Lamp Type	Line Volts	150	HPS		120	<p>Cat. Nos. for Electrical Modules available:</p> <table border="1" data-bbox="487 1050 1299 1344"> <tbody> <tr> <td><input type="checkbox"/> 70HPS120</td> <td><input type="checkbox"/> 100HPS120</td> <td><input type="checkbox"/> 150HPS120</td> </tr> <tr> <td><input type="checkbox"/> 70HPS208</td> <td><input type="checkbox"/> 100HPS208</td> <td><input type="checkbox"/> 150HPS208</td> </tr> <tr> <td><input type="checkbox"/> 70HPS240</td> <td><input type="checkbox"/> 100HPS240</td> <td><input type="checkbox"/> 150HPS240</td> </tr> <tr> <td><input type="checkbox"/> 70HPS277</td> <td><input type="checkbox"/> 100HPS277</td> <td><input type="checkbox"/> 150HPS277</td> </tr> <tr> <td><input type="checkbox"/> 70HPS347</td> <td><input type="checkbox"/> 100HPS347</td> <td><input type="checkbox"/> 150HPS347</td> </tr> <tr> <td>Lamp</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> </tr> <tr> <td>Socket</td> <td>Medium Base</td> <td>Medium Base</td> <td>Medium Base</td> </tr> <tr> <td>ANSI Ballast Type</td> <td>S-62</td> <td>S-54</td> <td>S-55</td> </tr> </tbody> </table> <table border="1" data-bbox="487 1354 1494 1659"> <tbody> <tr> <td><input type="checkbox"/> 70MH120</td> <td><input type="checkbox"/> 100MH120</td> <td><input type="checkbox"/> 150MH120</td> <td><input type="checkbox"/> 175MH120</td> </tr> <tr> <td><input type="checkbox"/> 70MH208</td> <td><input type="checkbox"/> 100MH208</td> <td><input type="checkbox"/> 150MH208</td> <td><input type="checkbox"/> 175MH208</td> </tr> <tr> <td><input type="checkbox"/> 70MH240</td> <td><input type="checkbox"/> 100MH240</td> <td><input type="checkbox"/> 150MH240</td> <td><input type="checkbox"/> 175MH240</td> </tr> <tr> <td><input type="checkbox"/> 70MH277</td> <td><input type="checkbox"/> 100MH277</td> <td><input type="checkbox"/> 150MH277</td> <td><input type="checkbox"/> 175MH277</td> </tr> <tr> <td><input type="checkbox"/> 70MH347</td> <td><input type="checkbox"/> 100MH347</td> <td><input type="checkbox"/> 150MH347</td> <td><input type="checkbox"/> 175MH347</td> </tr> <tr> <td>Lamp</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> <td>ED-17, Clear</td> </tr> <tr> <td>Socket</td> <td>Medium Base</td> <td>Medium Base</td> <td>Medium Base</td> <td>Medium Base</td> </tr> <tr> <td>ANSI Ballast Type</td> <td>M-98</td> <td>M-90</td> <td>M-102</td> <td>M-57</td> </tr> </tbody> </table>	<input type="checkbox"/> 70HPS120	<input type="checkbox"/> 100HPS120	<input type="checkbox"/> 150HPS120	<input type="checkbox"/> 70HPS208	<input type="checkbox"/> 100HPS208	<input type="checkbox"/> 150HPS208	<input type="checkbox"/> 70HPS240	<input type="checkbox"/> 100HPS240	<input type="checkbox"/> 150HPS240	<input type="checkbox"/> 70HPS277	<input type="checkbox"/> 100HPS277	<input type="checkbox"/> 150HPS277	<input type="checkbox"/> 70HPS347	<input type="checkbox"/> 100HPS347	<input type="checkbox"/> 150HPS347	Lamp	ED-17, Clear	ED-17, Clear	ED-17, Clear	Socket	Medium Base	Medium Base	Medium Base	ANSI Ballast Type	S-62	S-54	S-55	<input type="checkbox"/> 70MH120	<input type="checkbox"/> 100MH120	<input type="checkbox"/> 150MH120	<input type="checkbox"/> 175MH120	<input type="checkbox"/> 70MH208	<input type="checkbox"/> 100MH208	<input type="checkbox"/> 150MH208	<input type="checkbox"/> 175MH208	<input type="checkbox"/> 70MH240	<input type="checkbox"/> 100MH240	<input type="checkbox"/> 150MH240	<input type="checkbox"/> 175MH240	<input type="checkbox"/> 70MH277	<input type="checkbox"/> 100MH277	<input type="checkbox"/> 150MH277	<input type="checkbox"/> 175MH277	<input type="checkbox"/> 70MH347	<input type="checkbox"/> 100MH347	<input type="checkbox"/> 150MH347	<input type="checkbox"/> 175MH347	Lamp	ED-17, Clear	ED-17, Clear	ED-17, Clear	ED-17, Clear	Socket	Medium Base	Medium Base	Medium Base	Medium Base	ANSI Ballast Type	M-98	M-90	M-102	M-57
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<p><b>Finish</b> Super TGIC powder coat paint over a chromate conversion coating.</p>	<p>Color: Black Dark Bronze Light Gray Platinum Silver White Custom Color<sup>1</sup></p> <p>Cat. No.: <input type="checkbox"/> BL-P <input type="checkbox"/> DB-P <input type="checkbox"/> LG-P <input type="checkbox"/> PS-P <input type="checkbox"/> WH-P <input type="checkbox"/> CC-P</p> <p><sup>1</sup>Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: _____</p>																																																																						

Type:  
 Job:



## Optional Features

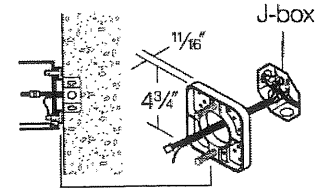
### Wall Mounting

Cat. No. **1W**

Select from Mounting on page 2.

Fixture mounts to 3" or 4" Junction Boxes by a cast aluminum adapter plate with fixture mounting bolts.

**NOTE:** Junction Box in wall must provide adequate fixture support. See NEC sections 370-13, 17 and 410-14, 16. Quick-disconnect plug and wiring are provided to allow field connections prior to fixture mounting.



Wall mount using adapter plate 3" or 4" J-box in wall (by others)

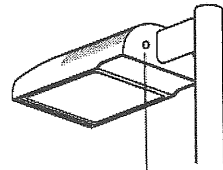
### Photocell Control

Cat. No. (See right)

No Option

Fixture supplied with an internal photocell with the sensor on the fixture end facing the pole. For multiple-fixture pole mountings, one fixture has a photocell to operate the others. Not available if wall mounted (**1W**).

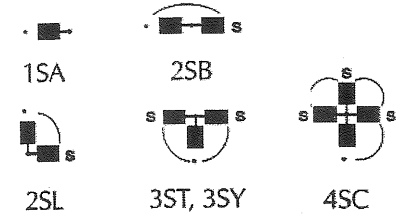
Cat. No.	Line Volts:
<input type="checkbox"/> <b>A-30</b>	120V
<input type="checkbox"/> <b>A-31</b>	208V
<input type="checkbox"/> <b>A-32</b>	240V
<input type="checkbox"/> <b>A-33</b>	277V
<input type="checkbox"/> <b>A-35</b>	347V



Photocell Sensor

### Mounting Configuration:

- – Fixture with Photocell Sensor
  - S** – slave unit(s)
- No fixture wattage limit.

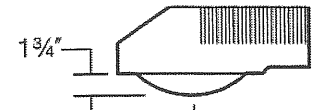


### Convex Glass Lens

Cat. No.  **CGL**

No Option

The 3/16" thick clear convex tempered glass lens replaces the standard flat glass lens. Provides increased lens presence and provides a subtle improvement in uniformity where pole spacing is extreme. Increases effectiveness of houseside shielding.



Convex Glass Lens

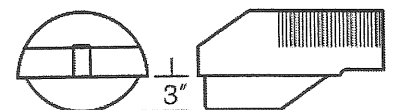
### Polycarbonate Lens

Cat. No.  **LS**

No Option

Fixture supplied with a one piece vacuum formed, clear, UV stabilized convex polycarbonate, fully gasketed, replacing the standard tempered glass lens.

**CAUTION:** Use only when vandalism is anticipated to be high. Useful life is limited by UV discoloration from sunlight and metal halide lamps.

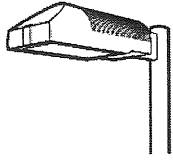


Polycarbonate Lens

Type:

Job:

Page: 4 of 5

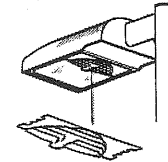


## Optional Features

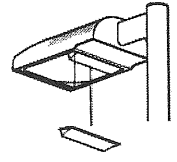
### Houseside Shield

Cat. No. (See right)  
 No Option

(Types II, III, and IV only). Fixtures with the standard flat glass lens are available with stamped aluminum louvers that pass streetside light and block houseside light, and a blackened panel added to the reflector to reduce houseside reflections. Fixtures with the optional convex glass lens are available with a formed aluminum shield that passes streetside light and blocks houseside light, and a black anodized panel added to the reflector to reduce houseside reflections. Use with clear lamps only, as coated lamps reduce effectiveness.



**HS**  
for flat lens



**HSC**  
for convex lens or polycarbonate lens

Cat. No.

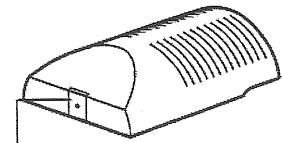
- HS** Recommended for use with clear lamps only. Effectiveness is reduced for coated lamps. Not for use with Type V light distributions.
- HSC** For use with all fixtures with convex glass lens. Not for use with Type V light distributions.

### Tamper-Resistant Latch

Cat. No.  TL  
 No Option

Standard die-cast latch is provided with a captive 10-32 stainless steel flat socket-head screw to prevent unauthorized opening.

**NOTE:** Required only for vandal protection in locations where fixtures can be reached by unauthorized persons.

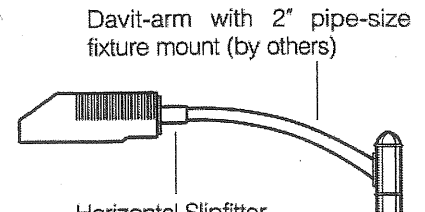


Tamper-Resistant Latch

### Horizontal Slipfitter Mount

Cat. No.  HSF  
 No Option

Replaces standard mounting arm with a slipfitter which allows fixture to be mounted to a horizontal pole davit-arm with 2" pipe-size mounting end (2 3/8" O.D.). Cast aluminum clamp-type slipfitter with set screw anti-rotation lock. Bolts to housing from inside the electrical compartment using mounting holes for the standard support arm. Davit-arm must be field drilled at a set screw location to insure against fixture rotation. Finished to match fixture and arm.

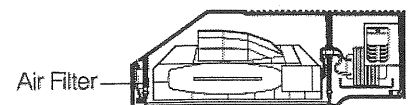


Horizontal Slipfitter Mount by Kim

### Special Options for Street Lighting

Cat. No.  AF  
 No Option

**Air Filter (AF):** Allows for ventilation through the optical chamber, filtering all air particles above 500 microns. Multi-layer disc assembly mounted on solid wall between optical compartment and latch cavity.

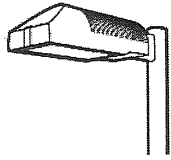


Air Filter

Type:

Job:

Page: 5 of 5



## Optional Features

### Vertical Slipfitter Mounts

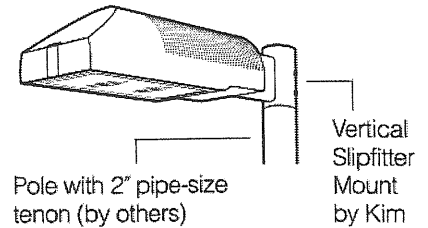
Cat. No. includes Mounting

Cat. No. (See right)

No Option

Allows fixture with standard support arm to be mounted to poles having a 2" pipe-size tenon (2<sup>3</sup>/<sub>8</sub>" O.D. x 4<sup>1</sup>/<sub>2</sub>" min. length). All mounting configurations can be used (1SA, 2SB, 2SL, 3ST, 3SY, 4SC). 4" square or round die-cast aluminum with flush cap, secured by four 3/8" stainless steel set point allen screws, finished to match fixture and arm.

**NOTE:** 3SY only available on round slipfitter.



Cat. No.

VSF-1SA

VSF-2SB

VSF-2SL

VSF-3ST

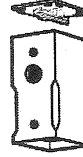
VSF-3SY

VSF-4SC



Round

Stainless steel set screws



Square

Cat. No.

SVSF-1SA

SVSF-2SB

SVSF-2SL

SVSF-3ST

SVSF-4SC

Mounting Configuration

1SA - single arm mount

2SB - 2 at 180°

2SL - 2 at 90°

3ST - 3 at 90°

3SY - 3 at 120°

4SC - 4 at 90°



Scott Simons Architects

Planning Board Workshop – 9/19/06

Sample Board material specs

Exposed Structural Steel

DELTAGALV Galvanized finish  
PRIMERRGALV Primer coating  
COLORGALV Color coating in selected yellow color

Aluminum Storefront @ retail level

2" x 4 1/2" thermally broken aluminum frames  
Clear anodized mill finish aluminum  
Clear 1" tempered insulating glass  
1" WHITE spandral panel glass

Aluminum Curtainwall @ stair towers

2 1/4" x 6" aluminum frames  
1/4" tempered glass  
1/4" WHITE spandral panel glass

Guard Rail mesh material

McNichols Lancet decorative metal  
18 Gauge powder coated steel mesh and frame  
63% open area

Screen Material

Cambridge Architectural  
Midbalance Stainless Steel  
52" open area

Ground Face Architectural Concrete Block

Garage entry and interior stair towers  
Genest Concrete  
Size: 8" x 16" face  
Color: GF-010 Granite



**Rick Knowland - Bayside Parking Garage**

---

**From:** "Thomas Errico" <terrico@wilbursmith.com>  
**To:** <RWK@portlandmaine.gov>  
**Date:** 09/15/2006 2:19 PM  
**Subject:** Bayside Parking Garage  
**CC:** <JPC@portlandmaine.gov>, "Paul Godfrey" <PGODFREY@HNTB.com>

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Rick –

The following presents some initial commentary based upon the review of the September 15, 2006 Traffic Impact Study prepared by HNTB. Please note that additional comments will be provided as my review continues.

1. The analyses indicate that the Marginal Way/Chestnut Street intersection will operate at poor levels of service during the post-development AM and PM peak hours. The applicant should provide commentary on the need for traffic signalization.
2. To improve access opportunities from the west and north, I would suggest that the applicant investigate constructing Somerset Street between Preble Street and Elm Street. This action will minimize impacts to Marginal Way and help to offset the need for a double left-turn lane from Preble Street onto Marginal Way.
3. The applicant should expect to make a monetary contribution towards the implementation of the Marginal Way Pedestrian and Bicycle Master Plan.
4. I'm concerned about poor traffic operating conditions at the Franklin Arterial intersections with Marginal Way and Fox Street. It is likely the applicant will be asked to make a contribution towards long-term improvements to Franklin Arterial and implementation of short-term improvements at the time of project opening that addresses direct project traffic impacts.
5. The proposed parking garage entrance at Somerset Street is expected to operate at poor levels of service during the PM peak hour. The applicant should identify mitigation strategies that produce acceptable operating conditions.
6. The study should provide an evaluation of the garage gate operations as it relates to delay, queuing, and traffic management.
7. The study noted access management issues on Somerset Street. I look forward to further detail on this issue.
8. The capacity analyses should be based upon actual Peak Hour Factors and Percent Heavy Vehicles.

Please call me if you have any questions. I will be in attendance at Tuesday's workshop.

Thomas A. Errico, P.E.  
Senior Transportation Engineer

Wilbur Smith Associates  
59 Middle Street  
Portland, Maine 04101  
(207) 871-1785 Phone  
(207) 871-5825 Fax

OPTION AGREEMENT  
(BAYSIDE GARAGE –DPC PARCEL TO CITY)

AGREEMENT made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the DOWNTOWN PORTLAND CORPORATION, with a mailing address c/o City of Portland, Department of Planning and Economic Development, City Hall, 389 Congress Street, Portland, Maine, (the “DPC”) and the CITY OF PORTLAND, City Hall, 389 Congress Street, Portland, Maine (the “City”).

WITNESSETH AS FOLLOWS:

IN CONSIDERATION OF One Dollar (\$1.00) (the “Option Consideration”), and with good and valuable consideration the receipt of which is hereby acknowledged by the DPC, and of the mutual covenants and promises hereinafter set forth, the DPC and the City agree as follows:

1. GRANT OF OPTION. The DPC hereby grants to the City the exclusive and irrevocable option to purchase, on the terms and conditions contained in this Agreement, the real estate located at or near Somerset Street, Portland, Maine, and more particularly described in Exhibit A attached hereto (the “DPC Parcel”) and made a part hereof (the “Premises”). The Premises are to be conveyed subject to those reserved easements and covenants set forth in Exhibit A.

2. EXPIRATION. This Option shall expire on October 15, 2010, at midnight, Maine time.

3. NOTICE OF EXERCISE. This Option may be exercised only by the City giving written notice of election to exercise to the DPC in the manner set forth in Paragraph 8 below.

4. FAILURE TO EXERCISE. In the event that the City fails to exercise this Option, the Option Consideration shall be retained by the DPC and neither the DPC nor the City shall have any further rights or claims against the other.

5. EXERCISE. In the event that the City exercises this Option as provided herein, the following provisions shall be applicable:

(a) Purchase Price. Subject to any adjustments and prorations hereinafter described, the purchase price for the Premises shall be One Dollar (\$1.00), payable in cash or certified check at the closing. The Option Consideration shall be credited against the purchase price at the closing.

(b) Title. The DPC shall convey the Premises to the City at the closing in fee simple with good and marketable title, subject to those reserved covenants and easements listed in Exhibit A.

(c) Closing. The closing shall take place ten (10) days after the date this Option is exercised, at 10 a.m., local time, at Portland City Hall, 389 Congress Street, Portland, Maine, or at such other time and place as the DPC and the City shall mutually agree upon in writing. At the closing, the DPC shall execute and deliver to the City, against payment of the balance of the purchase price, a Quitclaim Deed substantially in form attached hereto as Exhibit A. If the City has acquired the balance of Parcel C as shown on the Plan, then the City will convey the easements described on Exhibit B to the DPC at closing by Easement Deed substantially in form attached hereto as Exhibit B. Otherwise, as soon as the City closes on its acquisition of the land from New England Recycling Metal Inc., it will within five (5) days thereafter convey to the DPC those easements described on Exhibit B to the DPC by Easement Deed substantially in form attached hereto as Exhibit B. Attached hereto as Exhibit C referenced in Exhibits A and B for informational purposes.

Attached hereto as Exhibit C is a copy of a portion of the Plan referenced in Exhibits A and B for informational purposes.

(d) Adjustments, Prorations and Closing Costs.

(i) If applicable, any Maine real estate transfer tax shall be paid by the DPC in accordance with 36 M.R.S.A. 4641-A, it being understood that the City is exempt.

(ii) The recording fee for the deed of conveyance shall be paid for by the City.

(iii) A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

(e) Possession. The DPC shall deliver possession of the Premises to the City at the closing, free of all leases, tenancies or occupancies by any person.

(f) Risk of Loss, Damage, Destruction and Insurance. All risk of loss to the Premises prior to the closing shall be on the DPC.

(g) Default; Remedies. In the event of default by either party hereunder, then the non-defaulting party shall have all remedies provided at law and equity.

6. BROKERAGE. The DPC and the City represent to one another that neither has dealt with or had contact with any broker in connection with this transaction.

7. RECORDING OF OPTION. The DPC and the City agree that this Option shall not be recorded. The DPC agrees, if requested by the City, to execute and acknowledge before a notary public, in recordable form under Maine Law, a Memorandum of Option, and to deliver the same to the City for recording at the Registry of Deeds in the County in which the Premises are located.

8. MISCELLANEOUS.

(a) Time. Time is of the essence hereof.

(b) Notices. All notices, demands and other communications hereunder shall be in writing and shall be given by hand delivery to Seller's address set forth below; (iii) by Fed Ex, or similar overnight express mail, prepaid, to Seller's address set forth below. All notices shall be deemed to have been duly given when delivered by hand.

TO: Downtown Portland Corporation  
c/o Department of Planning and Economic Development  
City Hall  
389 Congress Street  
Portland ME 04101

WITH A COPY TO: Corporation Council  
City Hall  
389 Congress Street  
Portland ME 04101

TO : City of Portland  
City Hall  
389 Congress Street  
Portland ME 04101

WITH A COPY TO: Corporation Council  
City Hall  
389 Congress Street  
Portland ME 04101

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

(c) The City's rights under this Agreement may not be assigned without the prior written consent of the DPC.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the DPC and the City and there are no agreements or understandings between the parties except as set forth herein.

(e) Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the DPC and the City.

(f) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. This Agreement constitutes the entire Agreement between the DPC and the City and there are no other agreements, understandings, warranties or representations between the City and the DPC.

(g) Effective Date. Upon execution by Seller and Buyer the Effective Date of this Option shall be deemed to be the date first set forth above in this Agreement.

IN WITNESS WHEREOF, the DPC and the City have executed this Agreement as of the date first above written.

WITNESS:

\_\_\_\_\_

DOWNTOWN PORTLAND CORPORATION

By: \_\_\_\_\_

CITY OF PORTLAND

\_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT A

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the DOWNTOWN PORTLAND CORPORATION, a Maine non-profit corporation with an address of 389 Congress Street, Portland, Cumberland County, Maine, for one dollar and other valuable consideration paid by the CITY OF PORTLAND, receipt of which is hereby acknowledged does hereby remise, release, bargain, sell and convey and forever quitclaim to the CITY OF PORTLAND, its successors and assigns, a certain lot or parcel of land described on Schedule A attached hereto incorporated herein by reference.

IN WITNESS WHEREOF, the DOWNTOWN PORTLAND CORPORATION has caused this instrument to be executed by \_\_\_\_\_, its duly authorized \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS: DOWNTOWN PORTLAND CORPORATION

\_\_\_\_\_ By: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS. \_\_\_\_\_, 2006

Personally appeared the above-named \_\_\_\_\_ of the Downtown Portland Corporation, as aforesaid, who acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_

Notary Public/Attorney-at-Law



## SCHEDULE A

A certain parcel of land shown on a plan entitled "Boundary Retracement Survey of property located on Somerset Street, Portland, Maine, prepared for Downtown Portland Corporation" dated September 17, 2006, by SGC Engineering, LLC, Sheet 1 of 1 (the "Plan") and identified as "DPC Parcel" and further described as "land to be conveyed by Downtown Portland Corporation ("Grantor") to the City of Portland ("Grantee") and combined with Parcel C, Area = 18,205± Sq. Ft. (0.418± acres)" (the "DPC Parcel").

The DPC Parcel shown on the Plan is more particularly described by metes and bounds as follows:

[Insert metes and bounds description of DPC Parcel]

Excepting and reserving to Grantor an easement in, on and over an area which is identified by hash marked lines on the Plan as "Trail Access Corridor" for purposes of access to a trail which the Grantor or its successors will be constructing on retained land of Grantor lying immediately to the northwest of the DPC Parcel. The purpose of the Trail Access Corridor is to provide pedestrian and bicycle access, and access for roller blades and other non-motorized transport as well as access for wheelchairs and emergency vehicles from Somerset Street to the trail to be constructed along the northwesterly sideline of the DPC Parcel. Authorized construction and trail maintenance vehicles shall also be permitted on the Trail Access Corridor. The use of the Trail Access Corridor as reserved by Grantor is intended to be in common with Grantee and any further owner of Parcel B shown on the Plan so as to permit the temporary use of the Trail Access Corridor for purposes of construction and maintenance of any structures placed on Parcel B or C shown on the Plan.

Grantee covenants and agrees by acceptance of this Deed that no structures shall be placed on the Trail Access Corridor and that in the event that Grantee, or its successors or assigns, disturbs the surface materials installed on the Trail Access Corridor, that Grantee, or its successors or assigns, will promptly restore the same to its condition prior to such disturbance.

Further reserving to Grantor the following rights with respect to the Trail Access Corridor: (i) the right to make improvements to the Trail Access Corridor (provided that other than (a) removable bollards to prevent unauthorized vehicular access and (b) landscaping, there shall be no above-ground structures); (ii) the right to install trail related signage; (iii) the right to pave, install bricks or other materials suitable for the intended use of the Trail Access Corridor; and (iv) the right to grant to future owners of Parcel B shown on the Plan which abuts the same rights as Grantee to use the Trail Access corridor for construction and maintenance of any structure placed on Parcel B.

Also excepting and reserving an easement in, on and over the area identified on the Plan (with hatch marks) as "Trail Easement Area" – shown running adjacent to and along the northwesterly sideline of the DPC Parcel for purposes of the installation, maintenance, replacement and repair of a public trail to be used by pedestrians, bicycles, roller blades and other similar modes of non-motorized transport, as well as for wheelchairs, emergency and maintenance vehicles.

Grantee shall have the right to use the Trail Easement Area from time to time on a temporary basis for purposes of maintenance, replacement and repair of any structures located on Parcel C, but covenants and agrees by acceptance of this Deed that no structures, vehicles or equipment of any type will be placed, parked or otherwise maintained within the Trail Easement Area.

Further excepting and reserving to Grantor for purposes of public access an easement on and over that portion of the DPC Parcel which overlaps with the "Public Easement Area" shown on the Plan as a 50' strip of land along the northeasterly sideline of Parcel C. The purpose of this reservation of rights over a portion of the Public Easement Area is to reserve to Grantor the right of public access for pedestrians, vehicles and utilities from Somerset Street through to the trail located at the northerly end of the Public Easement Area as well as for the future possible location of a public street across the Public Easement Area. The rights to the portion of the Public Easement Area herein reserved are intended to be used in common with Grantee and others for purposes of access from Somerset Street across the Public Easement Area to any structures which may be erected on Parcel C or other lands abutting the Public Easement Area by Grantee or its successors and assigns. It is understood and agreed that that portion of the Public Easement Area may be improved by Grantor or Grantee with a paved street, curbing and sidewalks and other landscaping and signage. It is further understood and agreed that the Public Easement Area may be dedicated and accepted for use as a public easement or public street in the future and that utilities may be installed in, on, under or over the Public Easement Area.

Grantor further reserves the right to install a portion of the public trail for the aforesaid purposes on and over that portion of Parcel C which overlaps with the Public Easement Area. Grantor also reserves the right until such time (if ever) that the Public Easement Area becomes a public easement or public street extended through to Marginal Way; to place bollards or other similar barriers along the edge of the public trail to prevent unauthorized vehicle access.

EXHIBIT B

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF PORTLAND, a body politic and corporate with offices at 389 Congress Street, Portland, Maine, grants to the DOWNTOWN PORTLAND CORPORATION, a Maine non-profit corporation with offices at 389 Congress Street, Portland, Cumberland County, Maine, certain easements in, on, under and over those portions of the Trail Access Corridor and the Public Easement Area which cross Parcel C, all as shown on a Plan entitled "Boundary Retracement Survey of property located on Somerset Street, Portland, Maine, prepared for Downtown Portland Corporation" dated September 17, 2006, by SGC Engineering, LLC, Sheet 1 of 1 (the "Plan"), all as more particularly described on Schedule A-1 attached hereto.

IN WITNESS WHEREOF, the City has caused this instrument to be executed by \_\_\_\_\_, its duly authorized \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS:

CITY OF PORTLAND

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF MAINE  
COUNTY OF CUMBERLAND, SS.

\_\_\_\_\_, 2006

Personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ of the City of Portland, as aforesaid, who acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the City of Portland.

Before me,

\_\_\_\_\_

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

## SCHEDULE A-1

### I. TRAIL ACCESS CORRIDOR easement:

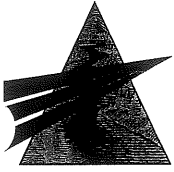
An Easement for the purposes of pedestrian and bicycle access and access for roller blades and other non-motorized transport, as well as access for wheelchairs and emergency vehicles from Somerset Street to a trail to be constructed along the northwesterly sideline of Parcel C shown on the Plan. Also granting the right for use by trail construction and trail maintenance vehicles, as well as the right for the temporary use of the Trail Access Corridor for purposes and construction and maintenance of any structures placed on Parcel C on that portion of Parcel B shown on the Plan which abuts and lies easterly of the Trail Access Corridor.

Together with the following rights: (i) the right to make improvements to the Trail Access Corridor (provided that other than (a) removable bollards to prevent unauthorized vehicular access and (b) landscaping, there shall be no above-ground structures); (ii) the right to install trail related signage; (iii) the right to pave, install bricks or other materials suitable for the intended use of the Trail Access Corridor; and (iv) the right to grant to future owners of Parcel B shown on the Plan rights use the Trail Access corridor for construction and maintenance of any structure placed on Parcel B.

### II. PUBLIC EASEMENT AREA easement:

An easement for purposes of public access on and over that portion of Parcel C shown on the Plan for purposes of public access for pedestrians, vehicles and utilities from Somerset Street through to the trail to be located at the northerly end of the Public Easement Area as well as an easement for the future possible location of a public street in the Public Easement Area. The rights conveyed in the Public Easement Area are in common with and subject to the right of the Grantor to use the Public Easement Area for all purposes for which a street may be used and in particular for purposes of access to any structures which may be placed on Parcel C as shown on the Plan. Further granting the right but not the obligation to improve the Public Easement Area with paving, sidewalk, utilities, landscaping and other amenities.





September 5, 2006

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

Re: Bayside Garage, 25 Somerset Street - Major Site Plan Application

Dear Rick:

On behalf of the City of Portland Economic Development Division and Downtown Portland Corporation (DPC), we submit fourteen (14) copies of supporting documents associated with the Major Site Plan Application to be used in Planning Board review. We have forwarded one (1) copy of this submittal to the Development Reviewer (DeLuca-Hoffman) directly.

These documents were prepared in accordance with Chapter 14, Land Use, of the Code of Ordinances of the City of Portland, Maine, and meet the applicable sections of the City of Portland, Maine, Technical and Design Standards and Guidelines adopted September 1987, last amended March 2000.

We request the enclosed information be included to support that previously submitted; these materials should be incorporated into the project binders as follows:

Section 1

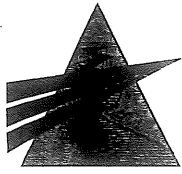
- INSERT Neighborhood Meeting Certification Letter with Attachments (Invitation, Sign-in, Minutes)
- REMOVE Unsigned ALTA/ACSM Land Title Survey and INSERT Signed copy dated 9-12-2006
- REMOVE Sheet C200 Rev 1 dated 9-1-2006 and INSERT Sheet C200 Rev 2 dated 9-15-2006
- REMOVE Sheet C201 Rev 1 dated 9-1-2006 and INSERT Sheet C201 Rev 2 dated 9-15-2006
- REMOVE Sheet C202 Rev 1 dated 9-1-2006 and INSERT Sheet C202 Rev 2 dated 9-15-2006

Section 5

- INSERT Letter from City of Portland (Frank Brancely) to Woodard & Curran dated September 5, 2006  
RE: Capacity to Handle Wastewater Flows
- INSERT Memo from HNTB (Paul Godfrey) to City Staff Working Group dated September 17, 2006,  
Subject: Bayside Retail Parking Demand Estimation

Section 10

- INSERT DRAFT Option Agreement (Bayside Garage-DPC Parcel to City) dated September 18, 2006
- INSERT PRELIMINARY Boundary Retracement Survey dated September 17, 2006



**WOODARD & CURRAN**  
Engineering • Science • Operations

CORPORATE OFFICES: Maine, Massachusetts,  
New Hampshire, New York, Connecticut, Florida, Georgia  
*Operational offices throughout the U.S.*

We look forward to working with your office and the Planning Board on this project, and meeting with the Board on September 19, 2006. Please do not hesitate to contact Woodard & Curran if you have any questions or comments.

Sincerely,

WOODARD & CURRAN INC.

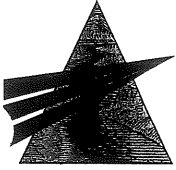
Barry Sheff, PE  
Project Manager

BSS

Enclosure

203905.00

cc: Jack Lufkin, City of Portland Economic Development Division  
Todd Alexander, Downtown Portland Corporation  
Scott Simons, Scott Simons Architects



**WOODARD & CURRAN**  
Engineering • Science • Operations

CORPORATE OFFICES: Maine, Massachusetts,  
New Hampshire, New York, Connecticut, Florida, Georgia  
*Operational offices throughout the U.S.*

September 17, 2006

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

Re: Bayside Garage  
Neighborhood Meeting, September 12, 2006

Dear Rick:


I, Barry Sheff (Applicant's Agent) certify that a Neighborhood Meeting was held at 7pm on Tuesday September 12, 2006 at the Merrill Auditorium Rehearsal Hall, Portland to discuss the Bayside Garage project.

I also certify that on September 1, 2006, in accordance with the City of Portland policy, Woodard & Curran mailed 176 notices to neighbors and "interested parties" by US Postal Service with an invitation to a Neighborhood Meeting. The list of neighbors and "interested parties" was provided by the City of Portland Planning Office on August 24, 2006.

Attached to this certification letter is a copy of the invitation sent, sign-in sheet, and meeting minutes.

Please do not hesitate to contact me at 774-2112 if you have any questions or comments.

Sincerely,  
WOODARD & CURRAN INC.

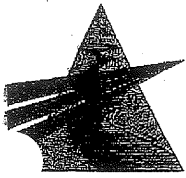
  
Barry Sheff, PE  
Project Manager

BSS/djt  
203905

Enclosures

cc: Jack Lufkin, City of Portland Economic Development Director





August 31, 2006

RE: BAYSIDE GARAGE

Dear Neighbor:

On behalf of the City of Portland Economic Development Division and Downtown Portland Corporation, please join us for a neighborhood meeting to discuss our plans for the Bayside Garage project located at 25 Somerset Street. The project includes a seven (7) level approximately 700-car parking garage, with accommodations for approximately 20,000 SF of ground level retail space.

Meeting Location: Merrill Auditorium Rehearsal Hall

Meeting Date: Tuesday September 12, 2006

Meeting Time: 7:00 PM

The City code requires that property owners within 500 feet of the proposed development (1000 feet for proposed industrial development) and residents on an "interested parties list" be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions please contact Barry Sheff at (207) 774-2112, or via email at [bsheff@woodardcurran.com](mailto:bsheff@woodardcurran.com).

Sincerely,

WOODARD & CURRAN INC.

Barry Sheff, P.E.  
Project Manager

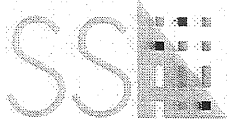
BSS/djt  
203905.01/1.1

Enclosure

Note:

Under Section 14-32(C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.





Scott Simons Architects

75 York Street  
Portland, Maine 04101  
phone 207 772 4656  
fax 207 828 4656  
[www.simonsarchitects.com](http://www.simonsarchitects.com)

## MEETING MINUTES: BAYSIDE COMMUNITY WORKSHOP

Date: 9/12/06  
Project: BAYSIDE: GARAGE AND SITE PLANNING TECHNICAL SERVICES 2006 - 130

Location: Merrill Auditorium Rehearsal Hall

Prepared by: Barry Sheff, Chris Berry

7:00 Meeting Community Workshop  
Attendees:

Community Members – Ron Spinella, Colette Bouchard, Alex Landry, Susan McCloskey, Kate Bucklin, Carol Hutchins

City Staff – Jack Lufkin, John Peverada, Jim Carmody

Consultants – Barry Sheff of Woodard & Curran, Nathan Smith of Bernstein Shur Sawyer & Nelson, Austin Smith, Stephen Fraser & Chris Berry of Scott Simons Architects

The following summarizes the presentation and comments received during the Neighborhood Meeting. For clarity purposes, these minutes have been broken into the Presentation and Comments, when in fact comments were received throughout the presentation and not solely reserved until the presentation concluded.

### Presentation

1. Barry Sheff opened the meeting with introductions of staff and consultants. Barry explained that a handout from the City of Portland Planning Office was available at the Sign-In table that explains additional opportunities to provide comment. Barry began the PowerPoint presentation of the proposed garage on Somerset Street. The approximately 710 space garage sits on the New England Metal Recycling land, which is in the middle of 7 acres of City-owned land between Franklin and Elm Streets.
2. The garage has a ground floor and six levels of parking, with 24,000 gross square feet of retail space. The glass store fronts will have access on Somerset. There is a 10' setback from the right of way creating a pedestrian corridor. The garage is set back 19' from the street, with a brick sidewalk along the front.
3. The entrance to the garage is along the Pearl Street driveway. Along the east side of the garage there is a corridor which will allow pedestrian access to the trail. The garage is 123' deep x 297' long.
4. Somerset Street will have on-street parking with two lanes of traffic. It measures 32' wide from curb to curb, allowing for two 12' travel lanes and one 8' parking lane. The street lamps will be the ones the City has chosen for the Bayside neighborhood. Trees will be in raised planters made of granite. The granite will undulate along the sidewalk creating seating at varying heights. The raised granite planters will be stepped down on the curb with the intent that so that when car doors are opened they will not hit the planters.
5. Barry reviewed the ground floor of the garage. The intent is to have 24/7 access to the garage to encourage residential use. Use of the garage during a snow ban has been discussed. The retail space is subdividable;

*The above notes constitute the understanding by Scott Simons Architects of this meeting content. Please advise this office of any error or omission.*

Project: «ProjectName» Bayside

date: 9/12/06

«TitleName»

building next door. Because we don't have exact numbers, we don't have an exact percentage. There are federal sources available for building the garage, some of it in grants. If the City develops, there is no land cost or taxes, so the operating costs are estimated at \$500/space/yr; \$350,000/yr. They would have to sell a number of spaces at \$85-\$90/mo to meet that operating cost to break even, probably meaning the garage would need to be half full.

11. Ron said that the retail space would be initially difficult to fill; need to keep the space looking alive rather than idle and empty.
12. Jack said the preference is for retail in the garage but that cannot be forced, may need to explore commercial options. In addition to site plan approval, the City is also getting construction documents for the garage with provision for retail and/or commercial space, such as a restaurant. The space will be unfinished with a gravel floor and without utilities. We can't predict today size, fire suppression needs, bathroom, HVAC locations, etc.
13. Ron asked what Jack meant about not determining space.
14. Jack responded that when the garage is built a shell will be created around the retail space. It will have its own roof to prevent water leakage from the upper garage. We don't know today how the space will be divided; we are not building the garage tomorrow. The real estate consultants the City has retained are actively marketing space. A day care center has expressed interest. The hope is that when the garage is ready to be built that tenants will be lined up. The City is cognizant that the garage retail/commercial space cannot look empty.
15. Alex Landry asked what would happen once a tenant was signed – would the City or developer build to suit the tenant or would the tenant build out the space?
16. Jack responded that would be part of the negotiation and lease agreements at the time.
17. Ron asked the size of the openings in the garage facade?
18. Steve Fraser replied the floor to floor height is 11'; it is 34' from column to column. The openings are approximately 8' x 11'.
19. Ron asked if the openings were asymmetrical?
20. Barry replied that they were.
21. Austin Smith explained the garage façade on Somerset Street. Glass goes to the second floor to draw attention to the retail space and to mask the mass of the building. The canopy projects out 6' and has lighting on it. The brackets that support the canopy are also being planned for signage. Hanging planters are possible to enliven the streetscape. The garage top floor design masks the stair towers and creates a strong skyline view from I-295. The garage has a 50% open perimeter to avoid costly mechanical systems.
22. Ron asked about materials.
23. Austin responded that it was stainless steel mesh, creating a rigid frame under tension around the perimeter.
24. Colette Bouchard asked about the lighting on the façade.
25. Steve responded that there are lighting restrictions; the City is concerned about the amount of excess light in the sky so it is difficult to light up the face of the building.
26. Alex asked what the maximum step back height was – 65'?
27. Jack replied that the step back had been eliminated.
28. Alex asked what the maximum was above 65'. He does not like the height; wall seems high when it is not a habitable building.
29. Barry responded that the zone allows maximum height of 125'.
30. Alex said that he hadn't known about the step back being eliminated and wished he had known about it.
31. Jack said that first step back didn't happen until 85' in this area. The top deck is the roof line; the stair tower height doesn't count toward the building height.
32. Ron asked if there were a comparable garage in height. Steve offered the Portland Public Market garage as a comparison.
33. Ron wanted to know how the snow dump area would be used in other seasons.
34. Austin replied that it would be a water feature for the trail, even though the trail is slightly outside the snow dump area.
35. Jack asked if there was an example of the canopy anywhere in Portland.
36. Austin responded that the Portland Public Market has canopy and brackets.
37. Alex expressed concern that consistency can be positive and negative and hopes that the canopy doesn't have a "mall character". Is it off the rack or manufactured?
38. Austin replied that it was manufactured. The goal is not to restrict signage but to accommodate signage.
39. Ron asked if there would be 24/7 access?

*The above notes constitute the understanding by Scott Simons Architects of this meeting content. Please advise this office of any error or omission.*

project: «ProjectName» Bayside

date: 9/12/06

74. Nathan Smith asked if he were a developer, could he go to the city with a plan for development and he wouldn't have to go through the traffic study; so that the cost of what he is doing is more competitive with areas outside the city and approvals can happen more quickly. Is that the idea? Jack concurred.
75. Barry said the HNTB study analyzed the intersections and predicted the levels of service needed. The study should be available in the planning office in the next few days.
76. Alex asked if the study just looked at the Old Port model.
77. Jack responded that it looked at the distribution along the Franklin Arterial, Munjoy Hill, Old Port as well as Bayside.
78. Alex asked where do they consider the Bayside model – how do they figure in those who walk?
79. Barry responded that the study looks at vehicles, not pedestrians. It counts existing traffic and predicts traffic growth. Pedestrian circulation is different from Traffic Movement Permit
80. Alex said that his larger point was not getting through re: pedestrians. If there are a large number of pedestrians coming to the area, then you can build bigger buildings.
81. Jack responded that in terms of the permitting process, pedestrians were not considered. He heard what Alex was saying but they were not allowed to look at it that way by virtue of the formula used.
82. Barry noted that by using buses, shuttles, etc. may be able to build 200,000 SF of space but the model won't account for it. The model accounts for trips projected based upon uses and SF of use.
83. Jim Carmody said that the traffic study looks at the base numbers that office development will support, the predictions for am/pm impact on the roadway. That's the only factor that is reviewed – peak periods only.
84. Nathan said that hopefully the formulas will change over time, as the critical mass of housing occurs and there is an increase in walkers and bikers. It will not happen overnight. Portland has a huge commuter population and will continue to, until better modes of transportation are developed.
85. Alex said that no one was listening to him.
86. Jack responded that in order to permit for the garage, certain assumptions have to be made re: office population, x number of trips, the impact on intersections. This is standard. Only when it becomes real can you actually figure it out, what is the true impact. This is basic to begin development. It is a requirement to get a traffic movement permit from the State of Maine; the City uses the measurements of existing conditions to assess the impact of increasing traffic. General office space leads to an increase in users of the traffic network, so studies look at peak periods to get a barometer of the overall impact of potential development. We want to be sure we can sustain the network infrastructure over time.
87. Nathan said that the traffic rules are set by the state; the parking requirements were set by the City. In theory the City could change its parking requirements but in reality it has to meet state rules. With changing use, that may change over time.
88. Barry noted that depending on who/how development occurs, 300,000 SF of office space might be supported by the garage.
89. Nathan noted that if a developer wants to go over 150,000 SF of development, they will have to hire a traffic engineer to do a study.
90. Jack believes that the garage, etc. can support development greater than 150,000 SF but we are starting here first.
91. Ron Spinella asked what were the Planning Board's concerns at the first workshop?
92. Barry responded that the Board wanted a condition attached to the sidewalk so that if the garage got built and an office building did not, then a temporary bituminous sidewalk would be constructed and the brick sidewalk would not be constructed until development was complete. A new packet has been submitted to the planning office, including the lighting package with photometrics, updated site plan, utility grading plans, which is available to view.

The Neighborhood Meeting was adjourned at 8:45pm.

*The above notes constitute the understanding by Scott Simons Architects of this meeting content. Please advise this office of any error or omission.*

project: «ProjectName» Bayside

date: 9/12/06

«filename»



# PORTLAND MAINE

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

**Public Works Department**  
Michael J. Bobinsky, Director

5 September 2006

Mr. David A. White, Jr., P.E.  
Senior Project Manager, Woodard & Curran,  
980 Washington Street, Suite 325N,  
Dedham, Massachusetts 02026

**RE: The Capacity to Handle Wastewater Flows, from  
a Proposed "Bayside Garage" Site, at 25 Somerset Street.**

Dear Mr. White:

The existing sixty-six-inch diameter reinforced concrete sewer pipe, in Somerset Street, has **adequate capacity to transport**, while The Portland Water District sewage treatment facilities, located off Marginal Way, have **adequate capacity to treat** the anticipated increased wastewater flows of **4,430 GPD**, from your proposed garage.

**Anticipated Wastewater Flows from the Proposed Garage:**

Two Garage Office Water Closets @ 400 GPD/Water Closet	= 800 GPD
Six Garage Employees @ 15/Employee	= 90 GPD
One Hundred Retail Parking Spaces @ 1 GPD/Parking Space	= 100 GPD
Four Retail Tenants (with Two W.C. each) @ 400 GPD/Water Closet	= 3,200 GPD
Sixteen Retail Employees @ 15 GPD/Employee	= 240 GPD
<b>Total Proposed Increase in Wastewater Flows for this Project</b>	<b>= 4,430 GPD</b>

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

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

Sincerely,  
**CITY OF PORTLAND**

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

FJB

cc: Alexander Q. Jaegerman, Director, Planning Division, Department of Planning, and Urban Development, City of Portland  
Rick Knowland, Senior Planner, Department of Planning, and Urban Development, City of Portland  
Eric Labelle, P.E., City Engineer, City of Portland  
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland  
Stephen K. Harris, Assistant Engineer, City of Portland  
Jane Ward, Administrative Assistant, City of Portland  
Desk file



<b>Date</b> 9/17/06	<b>To</b> City Staff Working Group
<b>Project Memorandum</b>	<b>From</b> Paul Godfrey, PE
	<b>Subject</b> <u>Bayside – Retail Parking Demand Estimation</u>

The purpose of this memorandum is to document the anticipated parking demand related to the proposed Bayside Parking Garage and 24,000 square feet of assumed retail development. Results of the parking demand estimation will determine if adequate parking, both off-street and on-street, is available.

The following assumptions are made to estimate parking demand:

- Total # of available parking spaces – 714 (700 parking garage, 14 on-street in front of building)
- 24,000 sf of various retail divided into 8 similar sized spaces of 3,000 sf each)
- Retail uses are assumed to be of the type that would support both neighborhood and office space (convenience store, dry cleaners, video store, etc.). These uses are hypothetical and are for parking calculations only.

Parking Demand estimation is based on data from the ITE Parking Generation Manual (3<sup>rd</sup> Edition). Parking demand varies by type of use and by time of day. In order to estimate parking demand over the course of an average day, each use is evaluated individually by hour below, and then summarized to estimate peak demand.

***NOTE: THE FOLLOWING LAND USES AND ASSOCIATED PARKING REQUIREMENTS IDENTIFIED BELOW ARE FOR PARKING CALCULATIONS ONLY. ACTUAL BUSINESSES WILL VARY THESE NUMBERS. THIS EXERCISE IS INTENDED TO REPRESENT A VERY CONSERVATIVE (HIGH) USE ESTIMATE AND IS INTENDED TO SHOW THAT, EVEN WITH INTENSE RETAIL USE, PARKING IS SUFFICIENT.***

1. Land Use – Dry Cleaners

- Estimated Gross Floor Area (GFA) – 3,000 square feet
- Average Peak Parking Demand (per 1,000 sf GFA) = 1.40 vehicles
- Estimated Average Peak Parking Demand = 4 vehicles
- Peak Period = 11:00 am – 2:00 pm.

No time of day distribution was provided in the ITE Parking Generation Manual. For purposes of estimating time of day parking demand, this use was assumed to have 100 percent of peak demand for each hour from 6:00 am to 6:00 pm.

10:00 pm	44	3
11:00 pm	26	2

5. Land Use – Drug Store without Drive Thru

- Estimated Gross Floor Area (GFA) – 6,000 square feet
- Average Peak Parking Demand (per 1,000 sf GFA) = 1.83 vehicles
- Estimated Average Peak Parking Demand = 11 vehicles
- Peak Period = 3:00 pm – 4:00 pm, 7:00 – 8:00 pm.

Time of Day Distribution of Parking Demand (Video Store)

Hour Beginning	Percent of Peak Demand	Parking Demand
10:00 am	33	4
11:00 am	33	4
12:00 pm	33	4
1:00 pm	56	6
2:00 pm	47	5
3:00 pm	100	11
4:00 pm	54	6
5:00 pm	60	7
6:00 pm	100	11
7:00 pm	100	11
8:00 pm	63	7

6. Land Use – Convenience Market (24 hours)

- Estimated Gross Floor Area (GFA) – 6,000 square feet
- Average Peak Parking Demand (per 1,000 sf GFA) = 3.40 vehicles
- Estimated Average Peak Parking Demand = 20 vehicles
- Peak Period = 12:00 pm – 1:00 pm.

No time of day distribution was provided in the ITE Parking Generation Manual. For purposes of estimating time of day parking demand, this use was assumed to have 100 percent of peak demand for each hour from 12:00 am to 2:00 pm and 75 percent demand all other hours between 6:00 am and 6:00 pm.

Total Parking Demand

All land uses identified above were summarized to determine estimated retail parking demand from 6:00 am until 8:00 pm.

Hour Beginning	Parking Demand
6:00 am	38
7:00 am	39
8:00 am	39
9:00 am	43
10:00 am	50
11:00 am	68
12:00 pm	72
1:00 pm	76
2:00 pm	75
3:00 pm	59
4:00 pm	54